



CONSOLIDATED COMMISSION ON UTILITIES

Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671) 648-3002 | guamccu.org

GUAM POWER AUTHORITY WORK SESSION

CCU Conference Room
4:30 p.m., Thursday, April 22, 2021

AGENDA

1. CALL TO ORDER
2. ISSUES FOR DECISION
 - 2.1 [Solicitation of bids for Three-Year Property Insurance Policy / GPA Resolution No. 2021-03](#)
 - 2.2 [Amendment GPA and GWA to Procure Merchant Services / GPA Res. No. 2021-06 / GWA Res. No. 15-FY2021](#)
 - 2.3 [Bond Issuance to Refund the Outstanding Revenue Bonds / GPA Resolution No. 2021-08](#)
 - 2.4 [Procurement of a Contractor for the Bulk Supply of Diesel Fuel Oil No. 2 / GPA Resolution No. 2021-09](#)
 - 2.5 [Authorizing Management to Extend Month to Month its Existing Contract to Provide Professional Printing, Mailing and Processing Services for Electric Power Billings / GPA Resolution No. 2021-10](#)
 - 2.6 [Authorizing Management of GPA and GWA to Receive Payments from Guam Solid Waste Customers / GPA Resolution No. 2021-11 / GWA Resolution No. 17-FY2021](#)
3. GM REPORT
 - 3.1 [UPDATES](#)
4. ISSUES FOR DISCUSSION
 - 4.1 [Work Force Plan](#)
5. DIVISION REPORTS
 - 5.1 [Communications](#)
 - 5.2 [ETS \(SPORD, ENG, IT & P&R\)](#)
 - 5.3 [ADMIN \(Customer Service, P/MM, Safety & HR\)](#)
 - 5.4 [Finance](#)
 - 5.5 [Operations \(T&D, PSCC, Transportation, Generation & Facilities\)](#)
6. ANNOUNCEMENT
 - 6.1 [Next Meeting: CCU Meeting: Tuesday, April 27, 2021](#)
7. ADJOURNMENT



GUAM POWER AUTHORITY

ATURIDÁT ILEKTRESEDÁT GUAHAN
P.O.BOX 2977 • HAGÁTÑA, GUAM U.S.A. 96932-2977

Issues for Decision

Resolution No. 2021-03

Relative to Authorization of the GPA to Petition the PUC to Begin Procurement for Property Insurance

What is the project's objective and is it necessary and urgent?

The Consolidated Commission on Utilities has determined that it is a prudent and reasonable business practice to maintain insurance coverage on GPA's assets to the extent practical. In addition, Guam Power Authority's Bond Indenture agreement requires GPA to "secure and maintain property insurance on all facilities constituting the system against risks of loss or damage to the extent that such insurance is obtainable at reasonable cost. The indenture further requires GPA to carry insurance "of a scope and nature as that usually carried in the industry.

GPA's existing Property Insurance policy including Boiler and Machinery coverage and Terrorism coverage will expire on November 1, 2021.

The Authority would like to issue its insurance bid as soon as possible in order to allow sufficient time for insurance vendors to prepare their bids. In addition, the term of the insurance bid being requested will be for a three (3) year period with two (2) options to renew for an additional one (1) year period.

How much will it cost?

The current property insurance cost is \$5.3 million and this procurement will undoubtedly exceed the PUC contract review threshold.



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RESOLUTION NO. 2021-03

**AUTHORIZING THE MANAGEMENT OF GUAM POWER AUTHORITY TO
PROCURE PROPERTY INSURANCE FOR FY’2022 TO FY’2024**

WHEREAS, the Consolidated Commission on Utilities (CCU) has determined that it is a prudent and reasonable business practice to maintain insurance coverage on Guam Power Authority’s (GPAs) assets to the extent practical; and

WHEREAS, the Guam Power Authority’s Bond Indenture agreement requires GPA to “secure and maintain property insurance on all facilities constituting the system against risks of loss or damage to the extent that such insurance is obtainable at reasonable cost”; and

WHEREAS, the indenture further requires GPA to carry insurance “of a scope and nature as that usually carried in the industry”; and

WHEREAS, the contract review protocol established by the Public Utilities Commission (PUC) requires that all contracts in excess of \$1.5 million be authorized by the PUC in advance of the procurement; and

WHEREAS, the current property insurance cost for FY’2021 is \$5.3 million and this procurement will exceed the PUC contract review threshold; and

WHEREAS, GPA’s existing Property Insurance policy including Boiler and Machinery coverage and Terrorism coverage will expire on November 1, 2021; and

WHEREAS, GPA desires to issue its insurance Multi-Step Bid as soon as possible in order to allow sufficient time for insurance vendors to prepare their bid; and

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WHEREAS, the term of the insurance bid being requested will be for a three (3) year period (FY'2022 thru FY'2024) with options for two (2) additional one (1) year extensions.; and

NOW, THEREFORE, BE IT RESOLVED, by the CONSOLIDATED COMMISSION ON UTILITIES (CCU), subject to the review and approval of the PUBLIC UTILITIES COMMISSION (PUC), as follows:

1. GPA General Manager is authorized to issue a Multi-Step Bid for property insurance coverage to include boiler and machinery coverage and terrorism coverage for a three (3) year period (FY'2022 thru FY'2024) with options for two (2) additional one (1) year extensions.
2. The proposed contract resulting from the Multi-Step Bid would require CCU approval.

RESOLVED, that the Chairman certifies and the Board Secretary attests to the adoption of this Resolution.

DULY AND REGULARLY ADOPTED AND APPROVED THIS 27th DAY OF APRIL 2021.

Certified by:

Attested by:

JOSEPH T. DUENAS

MICHAEL T. LIMTIACO

Chairperson

Secretary

Consolidated Commission on Utilities

Consolidated Commission on Utilities

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SECRETARY’S CERTIFICATE

I, **Michael T. Lintiaco**, Board Secretary of the Consolidated Commission on Utilities (CCU), as evidenced by my signature above, do hereby certify as follows:

The foregoing is a full, true and correct copy of the resolution duly adopted at a regular meeting by the members of the Guam CCU, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

Ayes: _____
Nays: _____
Absent: _____
Abstain: _____



GUAM POWER AUTHORITY
ATURIDÁT ILEKTRESEDÁT GUAHAN
P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

Issues for Decision

AMENDMENT

GPA Resolution No.2021-06 GWA Resolution No. 15-FY2021

What is the project's objective and is it necessary and urgent?

Request for Proposal to provide merchant services to GPA, GWA and GSWA as a means for collecting customer payments thru debit and credit cards at the various utility cashier sites or thru the Pay-by-Phone and online options.

In March 2016, GPA awarded its current Merchant Services contract to the Bank of Hawaii for an initial period of one year with an option to extend the contract for four additional one-year period. All four extension periods have been exercised and the contract remains in effect under a mutual agreement until such time a new contract is awarded.

Cost-Benefit Analysis: Exact cost-benefit analysis is difficult to quantify with this type of cost. However, without this service, GPA and GWA would not be able to offer its customers the number and variety of payment options it does currently.

Review of Alternates: The only viable alternate to having the Merchant Services linked to our Customer Information system and Point of Sales system is to contract out any electronic forms of payment to a third party as is the case with the Guam Department of Revenue and Taxation.

General Manager Prioritization: The General Managers has determined that this procurement maintains a sufficient prioritization among other utility priorities so as to warrant funding of this procurement.

How much will it cost?

Approximately \$1,300,000 million per year depending on the number of customers availing of any credit or debit card services, online or in our lobbies.

How long will it take?

One (1) year from the time of implementation with options to renew for four additional one-year periods.



CONSOLIDATED COMMISSION ON UTILITIES

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AMENDMENT

GPA RESOLUTION NO. 2021-06

GWA RESOLUTION NO. 15-FY2021

**AUTHORIZING THE MANAGEMENT OF GUAM POWER AUTHORITY AND
GUAM WATERWORKS AUTHORITY TO PROCURE MERCHANT SERVICES**

WHEREAS, the Guam Power Authority (GPA) and Guam Waterworks Authority (GWA) implemented Customer Information System software called Customer Care & Billing, which integrates payment solutions with website, point of sale, mobile application, and pay by phone; and

WHEREAS, GPA and GWA are nearing the end of its contract for merchant services under which it has been able to accept credit and debit card payments; and

WHEREAS, GPA and GWA determined it should issue a new request for proposal (RFP) for merchant services; and

WHEREAS, the original resolution is hereby *amended* to include Guam Solid Waste Authority (GWSA) in the joint procurement with GPA and GWA; GWSA having provided GPA and GWA with a GWSA board resolution authorizing GWSA to proceed with the joint procurement, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the term of the merchant service RFP being requested will be for a one (1) year period with options for four (4) additional one (1) year extensions.; and

WHEREAS, annual cost varies with the volume of customer usage but could be approximately \$1.3M per year; and

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NOW BE IT RESOLVED, the Consolidated Commission on Utilities, subject to the review and approval of the Public Utilities Commission, does hereby approve and authorize the following:

1. The GPA General Manager and GWA General Manager are authorized to issue a request for proposal for merchant services for both the Guam Power Authority and the Guam Waterworks Authority.
2. The original resolution is hereby *amended* to include Guam Solid Waste Authority in the joint procurement for merchant services.
3. The annual cost of merchant services is expected to be approximately \$1.3M per year.

RESOLVED, that the Chairman certifies and the Board Secretary attests to the adoption of this Resolution.

DULY AND REGULARLY ADOPTED AND APPROVED THIS 27TH DAY OF APRIL 2021.

Certified by:

Attested by:

JOSEPH T. DUENAS

MICHAEL T. LIMTIACO

Chairperson

Secretary

Consolidated Commission on Utilities

Consolidated Commission on Utilities

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SECRETARY’S CERTIFICATE

I, **Michael T. Lintiaco**, Board Secretary of the Consolidated Commission on Utilities (CCU), as evidenced by my signature above, do hereby certify as follows:

The foregoing is a full, true and correct copy of the resolution duly adopted at a regular meeting by the members of the Guam CCU, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

Ayes: _____
Nays: _____
Absent: _____
Abstain: _____

Merchant Services

Year	Number of Transactions						Credit Card Rate	(in '000)	(in '000)
	Year Counter	Year Online	Year Total	Monthly Counter	Monthly Online	Monthly Total		Amount Processed	Fees
2017	128,411	97,122	225,533	10,701	8,094	18,794	1.239%	\$ 53,316	\$ 661
2018	129,430	139,568	268,998	10,786	11,631	22,417	1.087%	\$ 93,920	\$ 1,020
2019	114,537	193,282	307,819	9,545	16,107	25,652	1.057%	\$ 115,826	\$ 1,224
2020	80,392	258,913	339,305	6,699	21,576	28,275	1.114%	\$ 116,080	\$ 1,293

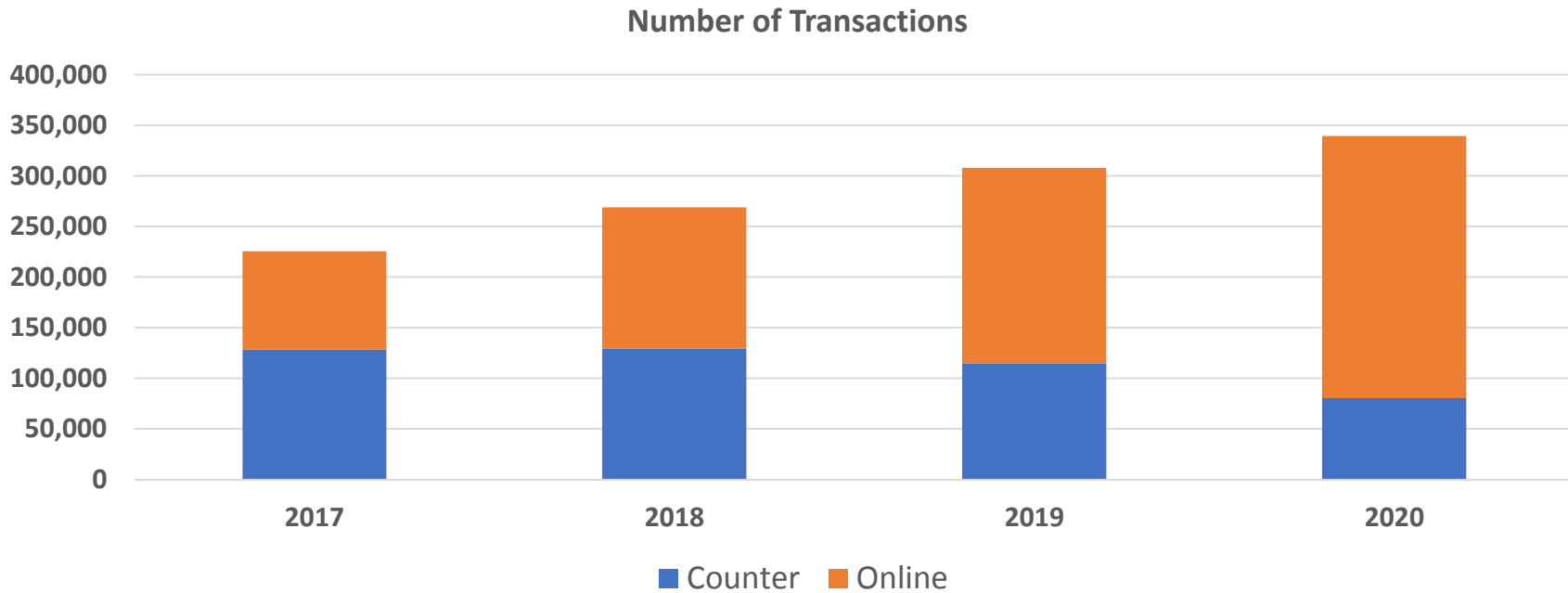


EXHIBIT A



GUAM SOLID WASTE AUTHORITY

LOURDES A. LEON GUERRERO
Governor of Guam

JOSHUA F. TENORIO
Lt. Governor of Guam

LARRY J. GAST
General Manager



GSWA Board Resolution No. 2021-002
Authorization for Management to have joint procurement with the Guam Power Authority and
Guam Waterworks Authority's Procurement for Merchant Services

WHEREAS, the Guam Solid Waste Authority desires to provide safe and convenient credit card processing through a Merchant Service Provider; and,

WHEREAS, the Guam Solid Waste Authority has been offered the privilege to have joint procurement with Guam Power Authority and Guam Waterworks Authority in the procuring of Merchant Services; and,

WHEREAS, the Guam Solid Waste Authority will have its own merchant account number and individual contract with the selected vendor; and,

WHEREAS, it is the desire of the Guam Solid Waste Authority Management and the Board to enable this partnership and provide a more efficient, convenient, and safe payment option for its customers; and,

THEREFORE, BE IT HEREBY RESOLVED that the Board of Guam Solid Waste Authority does hereby authorize its management team to take appropriate action to establish this joint procurement process for Merchant Services with the Guam Power Authority and the Guam Waterworks Authority; and,

BE IT FURTHER RESOLVED that the Board of Guam Solid Waste Authority does hereby provide the management team full authority regarding the decision making and the procurement process for a Merchant Services Provider.

Upon a motion to adopt the text of the foregoing Resolution made by Vice Chairwoman Minakshi Hemlani, seconded by Board Secretary Margaret (Peggy) Denney, the following vote was recorded:

Ayes: 4

Nays: 0

Absent: 0

Abstain: 0



GUAM SOLID WASTE AUTHORITY

LOURDES A. LEON GUERRERO
Governor of Guam

JOSHUA F. TENORIO
Lt. Governor of Guam


LARRY J. GAST
General Manager




Upon said roll call, the text of the foregoing was duly enacted as a Resolution of the Board of Guam Solid Waste Authority, Guam, on the 7th day of April 2021.

**GUAM SOLID WASTE AUTHORITY
BOARD OF DIRECTORS**


Andrew Gayle, Chairman


Minakshi Hemlani, Vice Chair


Margaret Denney, Secretary


Jim Oehlerking, Director

ATTEST:

ALICIA FEJERAN, CLERK

BY: 



GUAM POWER AUTHORITY

ATURIDÁT ILEKTRESEDÁT GUAHAN
P.O.BOX 2977 • HAGÁTÑA, GUAM U.S.A. 96932-2977

Issues for Decision

Resolution No. 2021-08

Relative to Bond Issuance to Refund the Outstanding 2012 Revenue Bonds

What is the project's objective and is it necessary and urgent?

GPA has been pursuing strategies for reducing debt service payments. One strategy that has emerged as a result of historically low interest rates has been the concept of refunding GPA's 2012 Series A revenue bonds for interest rate savings. GPA expects that opportunities will arise from time to time to refund all or a portion of its other than outstanding revenue bonds for debt service savings, which is expected to result in potential savings to ratepayers. The current scenario of low interest rate warrants action from the CCU. After reviewing this strategy with Barclays, GPA Bond Counsel, and GEDA, GPA believes this strategy has potential for providing significant benefit for GPA ratepayers. The CCU desires to pursue this plan for refund GPA's debt service costs in order to provide a net present value savings to ratepayers.

How much will it cost?

The present value of debt service on the refunding bonds shall be at least two percent (2%) less than the present value of debt service on the prior bonds, using the yield on the refunding bonds as the discount rate.



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RESOLUTION NO: 2021-08

**AUTHORIZING THE APPROVAL OF A BOND ISSUANCE TO REFUND THE
OUTSTANDING REVENUE BONDS**

WHEREAS, the Consolidated Commission on Utilities is a body corporate a politic, organized and existing under the laws of the Government of Guam; and

WHEREAS, the Consolidated Commission on Utilities is the governing body of the Guam Power Authority (“GPA”); and

WHEREAS, GPA has been pursuing strategies for reducing debt service payments; and

WHEREAS, one strategy that has emerged as a result of historically low interest rates has been the concept of refunding GPA’s 2012 Series A revenue bonds for interest rate savings; and

WHEREAS, GPA expects that opportunities will arise from time to time to refund all or a portion of its other then outstanding revenue bonds for debt service savings, which is expected to result in potential savings to ratepayers; and

WHEREAS, the current scenario of low interest rate warrants action from the CCU; and

WHEREAS, after reviewing this strategy with Barclays, GPA Bond Counsel, and GEDA, GPA believes this strategy has potential for providing significant benefit for GPA ratepayers; and

WHEREAS, this transaction will still need the approval of the Guam Legislature, GEDA, the PUC, and the Governor; and

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WHEREAS, the CCU desires to pursue this plan for refund GPA’s debt service costs in order to provide a net present value savings to ratepayers; and

WHEREAS, the present value of debt service on the refunding bonds shall be at least two percent (2%) less than the present value of debt service on the prior bonds, using the yield on the refunding bonds as the discount rate; and

NOW BE IT RESOLVED, the Consolidated Commission on Utilities does hereby approve and authorize the following:

1. The General Manager and the CCU Chairman are authorized to proceed forward with the refund of outstanding revenue bonds.
2. The General Manager and CCU Chairman are authorized to petition the Public Utilities Commission for authorization to complete the bond refunding initiative.
3. The General Manager and CCU Chairman are authorized to submit the proposed bond refunding legislation to the Guam Legislature for their approval.
4. The General Manager and CCU are authorized to seek approval from the Governor and GEDA to proceed with the proposed bond refunding.

RESOLVED, that the Chairman certifies and the Board Secretary attests to the adoption of this Resolution.

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**DULY AND REGULARLY ADOPTED AND APPROVED THIS 27TH DAY OF
APRIL 2021.**

Certified by:

Attested by:

JOSEPH T. DUENAS

MICHAEL T. LIMTIACO

Chairperson

Secretary

Consolidated Commission on Utilities

Consolidated Commission on Utilities

SECRETARY’S CERTIFICATE

I, **Michael T. Limtiaco**, Board Secretary of the Consolidated Commission on Utilities (CCU), as evidenced by my signature above, do hereby certify as follows:

The foregoing is a full, true and correct copy of the resolution duly adopted at a regular meeting by the members of the Guam CCU, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

Ayes: _____
Nays: _____
Absent: _____
Abstain: _____

OH&S Draft
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I MINA' TRENDAI SAIS NA LIHESLĀTURAN GUĀHAN
2021 (FIRST) Regular Session

Bill No. _____

Introduced by:

**AN ACT TO APPROVE THE TERMS AND CONDITIONS OF
GUAM POWER AUTHORITY REVENUE BONDS TO REFUND
OUTSTANDING GUAM POWER AUTHORITY REVENUE BONDS,
2012 SERIES A.**

BE IT ENACTED BY THE PEOPLE OF GUAM:

Section 1. Legislative Findings and Intent.

(a) *I Liheslaturan Guåhan* finds that § 8203 of Title 12 of the Guam Code Annotated provides that Guam Power Authority (“GPA”) is authorized to incur indebtedness by the issuance of revenue bonds with the approval of *I Maga’hagan Guåhan* (the Governor) to raise funds for the purpose of establishing the electric power system of GPA, or of acquiring lands for the system, or of acquiring, constructing, improving, equipping, maintaining, repairing, renewing, replacing, reconstructing or insuring the system, or any part thereof, or for the purpose of refunding any such bonds,

1 or for any combination of such purposes.

2 (b) § 12105 of Title 12 of the Guam Code Annotated provides that GPA shall
3 not enter into any contractual agreements or obligations (including bonds) which could
4 increase rates and charges prior to the written approval of the Guam Public Utilities
5 Commission (the “GPUC”).

6 (c) § 50103 of Title 12 of the Guam Code Annotated provides that public
7 corporations of the government of Guam, including GPA, shall issue bonds and other
8 obligations only by means of, and through the agency of the Guam Economic
9 Development Authority (“GEDA”), and that GEDA shall not sell any bond without the
10 approval by *I Liheslaturan Guåhan* of the terms and conditions of the bonds.

11 (d) Based on historical low interest rates and current market conditions, GPA
12 expects to be able to refund certain maturities of its outstanding 2012 Series A revenue
13 bonds for debt service savings.

14 (e) In order to benefit ratepayers, *I Liheslaturan Guåhan* has determined to
15 approve the issuance of revenue bonds by GPA for the purpose described in the above
16 immediately preceding paragraph, all subject to approval by the Consolidated
17 Commission on Utilities (“CCU”), *I Maga’hagan Guåhan*, the GPUC and the Board of
18 Directors of GEDA in accordance with law.

19 **Section 2. Approval of the Terms and Conditions of GPA Refunding Bonds.**

20 *I Liheslaturan Guåhan*, pursuant to §50103(k) of Title 12 of the Guam Code
21 Annotated, hereby approves the terms and conditions of the issuance of senior revenue
22 bonds by GPA from time to time, including, but not limited to, on a forward basis, for the
23 purpose of refunding all or a portion of its currently outstanding 2012 Series A revenue
24 bonds (such refunded revenue bonds being referred to herein as the “prior bonds”), in
25 accordance with the following requirements, limitations, terms and conditions:

1 (a) The aggregate principal amount of the refunding bonds shall not
2 exceed the sum of (i) the amount determined in accordance with Section 8229 of Title 12
3 of the Guam Code Annotated, plus (ii) any additional amount needed to provide for a
4 deposit to the debt service reserve in connection with the issuance of the refunding bonds.

5 (b) All obligation of GPA to pay debt service on, and the redemption
6 price of, the prior bonds shall be discharged concurrently with the issuance of the
7 refunding bonds. Thereafter, the prior bonds shall be payable solely from and secured
8 solely by an escrow established for such purpose in accordance with GPA's existing bond
9 indenture.

10 (c) The final maturity of the refunding bonds shall not exceed the final
11 maturity of the prior bonds. For clarity, the final maturity of the refunding bonds may
12 exceed the maturity of an individual series of prior bonds so long as the final maturity of
13 all such prior bonds is not exceeded.

14 (d) Such bonds shall be issued and sold pursuant to GPA's existing bond
15 indenture and in compliance with the provisions of Chapter 8 of Title 12 of the Guam
16 Code Annotated, including approval by the CCU and by *I Maga'hagan Guåhan* as
17 provided therein.

18 (e) The sale of the bonds shall be approved by the Board of Directors of
19 GEDA as provided by Chapter 50 of Title 12 of the Guam Code Annotated and the terms
20 and conditions of the issuance of the bonds shall be approved by the GPUC as provided
21 by Chapter 12 of Title 12 of the Guam Code Annotated.

22 (f) that the present value of debt service on the refunding bonds shall be
23 at least two percent (2%) less than the present value of debt service on the prior bonds,
24 using the yield on the refunding bonds as the discount rate.

25 (g) Such refunding bonds shall have a principal amount or principal

1 amounts sufficient to provide funds for the payment of all or a portion of the prior bonds
2 refunded, and in addition, for the payment of all expenses incident to the calling, retiring
3 or paying of such prior bonds and the issuance of such refunding bonds, including:

4 (1) the difference in amount between the par value of the refunding
5 bonds and any amount less than par for which the refunding bonds are sold;

6 (2) any amount necessary to be made available for the payment of
7 interest upon such refunding bonds from the date of sale thereof to the date of
8 payment of the prior bonds or to the date upon which the prior bonds will be paid
9 pursuant to the call thereof or agreement with the holders thereof;

10 (3) the premium, if any, necessary to be paid in order to call or
11 retire the prior bonds and the interest accruing thereon to the date of the call or
12 retirement; and

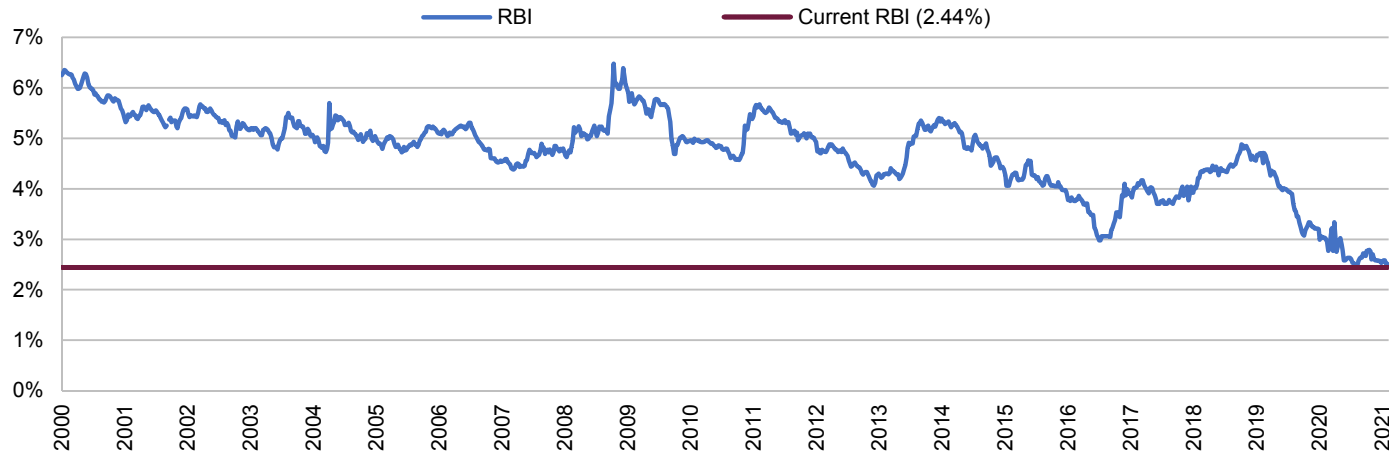
13 (4) any additional amount needed to provide for a deposit to the
14 debt service reserve in connection with the issuance of the refunding bonds.

15 **Section 3. Local Sales of Bonds.** GPA shall undertake its best efforts to cause a
16 portion of any bonds issued pursuant to Section 2 of this Act, to be offered for sale to
17 residents of Guam, as well as to residents of other jurisdictions, if and to the extent that
18 such offer and any sales resulting from such offer do not increase the costs to GPA of
19 issuing and repaying such bonds.

20 **Section 4. Severability.** If a provision of this act or its application to any person
21 or circumstance is held invalid, the invalidity does not affect other provisions or
22 applications of the act that can be given effect without the invalid provision or
23 application, and to this end the provisions of this act are severable.
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2012 Bond Refunding

Bond Buyer Revenue Bond Index¹



Background:

- GPA's 2012 Series A Bonds are currently outstanding in the principal amount of \$305.74 million at a rate of 5.00%, with \$265.08 million callable beginning October 1, 2022
- Under federal tax law, a tax-exempt refunding of these bonds may close no earlier than 90 days prior to the call date (i.e., early July 2022)
- **Interest rates are at their all-time lows** and importantly are much lower than when GPA issued its 2012 Bonds (see chart above)
- Interest rates can be secured now on a forward-delivery basis for a rate premium of around 5 basis points per month

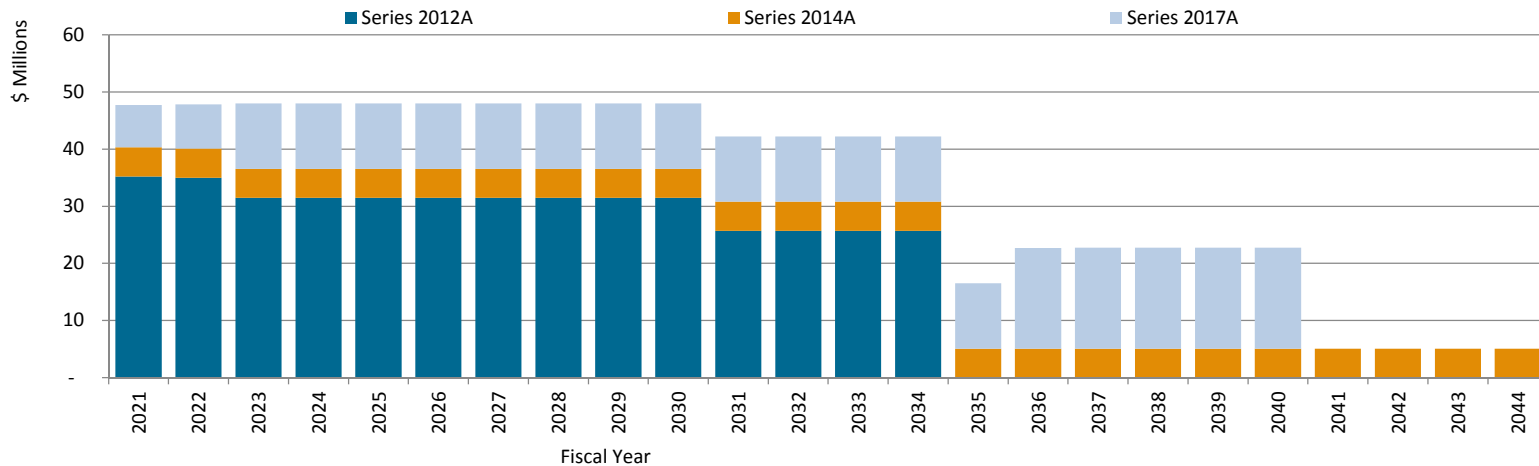


1. Current as of 2/12/2021.



2012 Bond Refunding (Continued)

Outstanding Senior Lien Debt Service



Opportunity: Tax-Exempt Advance Refunding

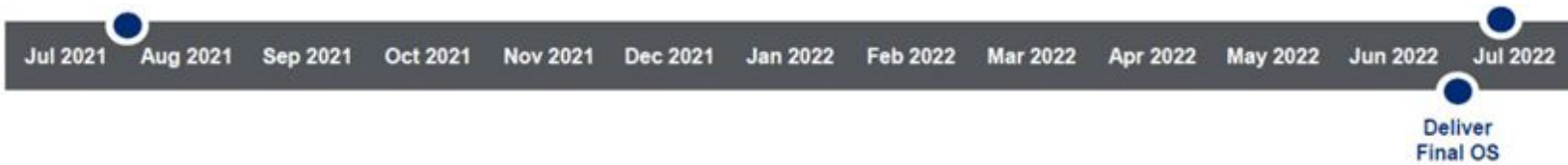
- GPA could take advantage of today’s historically low interest rates by executing a tax-exempt refunding now for settlement in July 2022
- Barclays will use its own balance sheet to purchase the bonds directly from GPA – eliminating the need for a POS, investor road show and marketing program – so GPA achieves better certainty of execution for less effort
- Interest rate risk removed; rates would be secured in 2021 and fixed for delivery in July 2022
- Savings are locked in now
- No need to produce an official statement now (must be produced near delivery in 2022)

2012 Bond Refunding (Continued)

Tax-Exempt Forward Refunding Timeline

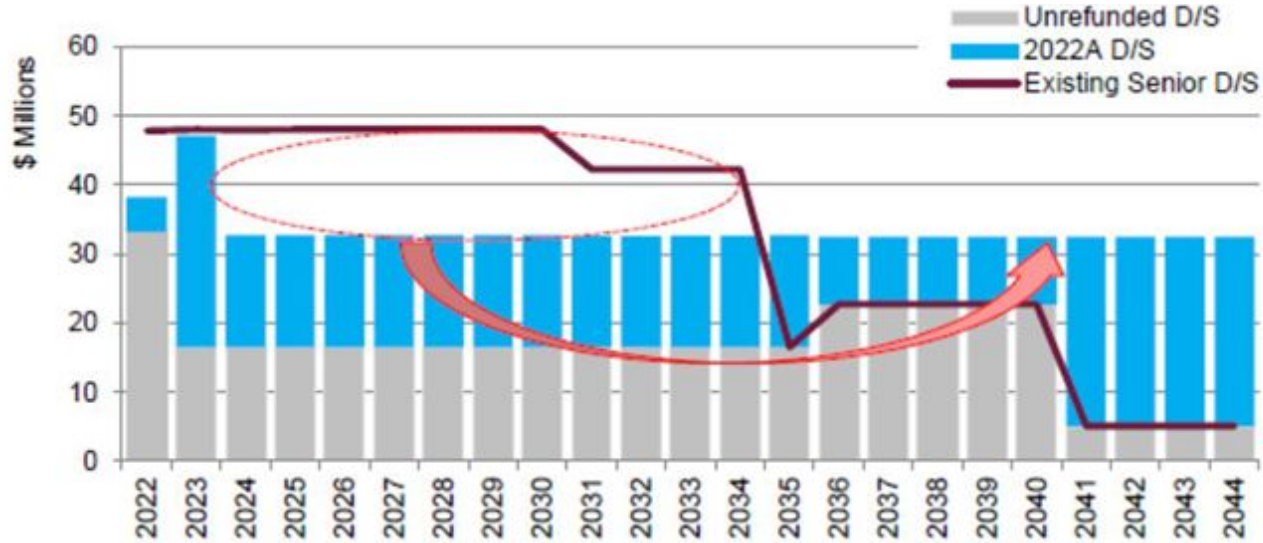
**Tax-Exempt Forward
Refunding**

July 3, 2022
Earliest Date to
Close Refunding



2012 Bond Refunding (Continued)

Scenario A: Series 2012 Restructuring to Maximize Savings in 2024-2030^{1,2}



Summary of Refunding Results	
Closing Date	7/6/2022
Total New Par Amount	\$230,730,000
Par Refunded	\$285,795,000
All-In TIC of Bond Series	3.35%
Existing Aggregate MADS	\$48.00 million
New Aggregate MADS	\$47.16 million
Required D/S Reserve Deposit/(Reduction)	(\$0.84) million
Refunding Statistics	
Avg. Annual Cash Flow Savings, FY 2024-2030	\$15.3 million
NPV Savings	\$14.0 million
NPV Savings as % of Refunded Par	4.91%



1. Assumes interest rates as of 2/16/2021; preliminary and subject to change. Assumes 1.5% costs of issuance.
 2. Refunding debt service is structured to levelized debt service through 2044.



2012 Bond Refunding (Continued)

Amortization Schedule

Year Ending 10/1	Series 2014A			Series 2017A			Series 2022A			Total		
	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total
2020	1,520,000	3,567,000	5,087,000	0	7,417,750	7,417,750			0	20,515,000	27,221,500	47,736,500
2021	1,595,000	3,491,000	5,086,000	0	7,417,750	7,417,750			0	21,540,000	26,195,750	47,735,750
2022	1,675,000	3,411,250	5,086,250	315,000	7,417,750	7,732,750	2,315,000	2,723,896	5,038,896	26,330,750	20,697,771	47,028,521
2023	1,755,000	3,327,500	5,082,500	4,050,000	7,402,000	11,452,000	19,210,000	11,420,750	30,630,750	25,015,000	22,150,250	47,165,250
2024	1,845,000	3,239,750	5,084,750	4,245,000	7,199,500	11,444,500	5,735,000	10,460,250	16,195,250	11,825,000	20,899,500	32,724,500
2025	1,935,000	3,147,500	5,082,500	4,460,000	6,987,250	11,447,250	6,025,000	10,173,500	16,198,500	12,420,000	20,308,250	32,728,250
2026	2,035,000	3,050,750	5,085,750	4,680,000	6,764,250	11,444,250	6,325,000	9,872,250	16,197,250	13,040,000	19,687,250	32,727,250
2027	2,135,000	2,949,000	5,084,000	4,920,000	6,530,250	11,450,250	6,635,000	9,556,000	16,191,000	13,690,000	19,035,250	32,725,250
2028	2,245,000	2,842,250	5,087,250	5,165,000	6,284,250	11,449,250	6,965,000	9,224,250	16,189,250	14,375,000	18,350,750	32,725,750
2029	2,355,000	2,730,000	5,085,000	5,425,000	6,026,000	11,451,000	7,320,000	8,876,000	16,196,000	15,100,000	17,632,000	32,732,000
2030	2,470,000	2,612,250	5,082,250	5,695,000	5,754,750	11,449,750	7,685,000	8,510,000	16,195,000	15,850,000	16,877,000	32,727,000
2031	2,595,000	2,488,750	5,083,750	5,980,000	5,470,000	11,450,000	7,935,000	8,125,750	16,060,750	16,510,000	16,084,500	32,594,500
2032	2,725,000	2,359,000	5,084,000	6,280,000	5,171,000	11,451,000	8,330,000	7,729,000	16,059,000	17,335,000	15,259,000	32,594,000
2033	2,860,000	2,222,750	5,082,750	6,590,000	4,857,000	11,447,000	8,805,000	7,312,500	16,117,500	18,255,000	14,392,250	32,647,250
2034	3,005,000	2,079,750	5,084,750	6,920,000	4,527,500	11,447,500	9,240,000	6,872,250	16,112,250	19,165,000	13,479,500	32,644,500
2035	3,155,000	1,929,500	5,084,500	7,265,000	4,181,500	11,446,500	9,805,000	6,410,250	16,215,250	20,225,000	12,521,250	32,746,250
2036	3,315,000	1,771,750	5,086,750	13,815,000	3,818,250	17,633,250	3,845,000	5,920,000	9,765,000	20,975,000	11,510,000	32,485,000
2037	3,480,000	1,606,000	5,086,000	14,515,000	3,127,500	17,642,500	4,030,000	5,727,750	9,757,750	22,025,000	10,461,250	32,486,250
2038	3,655,000	1,432,000	5,087,000	15,235,000	2,401,750	17,636,750	4,235,000	5,526,250	9,761,250	23,125,000	9,360,000	32,485,000
2039	3,835,000	1,249,250	5,084,250	16,000,000	1,640,000	17,640,000	4,450,000	5,314,500	9,764,500	24,285,000	8,203,750	32,488,750
2040	4,025,000	1,057,500	5,082,500	16,800,000	840,000	17,640,000	4,675,000	5,092,000	9,767,000	25,500,000	6,989,500	32,489,500
2041	4,220,000	865,450	5,085,450			-	22,545,000	4,858,250	27,403,250	26,765,000	5,723,700	32,488,700
2042	4,420,000	664,050	5,084,050			-	23,670,000	3,731,000	27,401,000	28,090,000	4,395,050	32,485,050
2043	4,630,000	453,050	5,083,050			-	24,855,000	2,547,500	27,402,500	29,485,000	3,000,550	32,485,550
2044	4,855,000	231,950	5,086,950			-	26,095,000	1,304,750	27,399,750	30,950,000	1,536,700	32,486,700



2012 Bond Refunding (Continued)

Cost Reduction Strategy for New Power Plant

- Bond Refunding
- Retirement of Generating Units
- Reduction of Insurance Premiums
- Fuel Savings

Steps Required to Advance Refund 2012 Bond

- CCU approval.
- PUC approval.
- New legislation.



**GUAM POWER AUTHORITY
ATURIDÁT ILEKTRESEDÁT GUAHAN
P.O. BOX 2977, HÅGATÑA, GUAM 96932-2977**

Issues for Decision

Resolution No. 2021-09:

Relative to: Authorizing the Management of Guam Power Authority to Solicit Bids (IFB) for the Bulk Supply of Diesel Fuel Oil No. 2.

What is the project's objective? Is it necessary and urgent?

The Guam Power Authority intends to procure a contractor for Bulk Supply of Diesel Fuel Oil No. 2. The bulk fuel supply contract is necessary to provide uninterrupted supply of fuel for pipeline transfer to the plants.

Where is the location?

Diesel Fuel Oil No.2 will be supplied to the GPA Bulk Storage Tank.

How much will it cost?

The two (2) years contract, with three (3) additional one-year extension option is estimated to exceed \$1.5M requiring prior approval from the PUC.

When will it be completed?

The contract is planned for an initial period of two years to commence on or about February 01, 2022 and to expire on January 31, 2024, with the option to extend for three (3) additional one-year terms.

What is its funding source?

Fuel revenue funds

The RFP/BID responses:

The IFB solicitation will commence after CCU & PUC approval.



CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

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RESOLUTION NO. 2021-09

AUTHORIZING THE MANAGEMENT OF THE GUAM POWER AUTHORITY TO PROCURE BULK SUPPLY OF ULTRA LOW SULFUR DIESEL (ULSD) FOR THE POWER GENERATING PLANTS

WHEREAS, GPA intends to issue an Invitation for Bid (IFB) for the procurement of a contractor for the Bulk Supply of Diesel Fuel Oil No.2 for delivery by pipeline transfer to the power plants; and

WHEREAS, the contract for the Bulk Supply of Diesel Fuel Oil No.2 shall be for a base period of two (2) years, to commence on or about February 01, 2022 through January 31, 2024, with three (3) additional one-year extension options; and

WHEREAS, the draft bid solicitation documents for the procurement of a new Diesel Fuel Oil No.2 supply contract is hereby attached as **Exhibit A**; and

WHEREAS, the total cost for the new contract will exceed \$1.5M requiring GPA to seek authorization for this procurement from the PUC; and

WHEREAS, GPA is requesting the approval of the CCU to petition the PUC for the issuance of an Invitation for Bid for the Diesel Fuel Oil No.2 Bulk Supply Contract.

NOW THEREFORE, BE IT RESOLVED, by the Consolidated Commission on Utilities, subject to the review and approval of the Public Utilities Commission, as follows:

1. GPA is authorized to issue a bid for Diesel Fuel Oil No.2 Bulk Supply contract for Piti 7, 8 & 9 through a Multi-Step Bid process is reasonable, prudent and beneficial to its customers.

RESOLVED, that the Chairman of the Commission certifies and the Secretary of the Commission attests the adoption of this Resolution.

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DULY AND REGULARLY ADOPTED AND APPROVED THIS 27TH DAY OF APRIL 2021.

Certified by:

Attested by:

JOSEPH T. DUENAS
Chairperson
Consolidated Commission on Utilities

MICHAEL T. LIMTIACO
Secretary
Consolidated Commission on Utilities

SECRETARY’S CERTIFICATE

I, Michael T. Limtiaco, Secretary for the Consolidated Commission on Utilities (CCU), as evidenced by my signature above do certify as follows: The foregoing is a full, true, and accurate copy of the resolution duly adopted at a regular meeting of the members of Guam Consolidated Commission on Utilities, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Estimated Cost

2-Yr Contract	Estimated Quantity ¹ (bbl/yr)	Estimated Cost ²			
		Commodity Price (\$/bbl)	Sample Premium Fee (\$/bbl)	Unit Cost (Landed) (\$/bbl)	Total Cost (\$)
First (1 st) Year	1,000,000	\$70.590	\$6.000	\$76.590	\$76,590,000
Second (2nd) Year	1,500,000	\$70.590	\$6.000	\$76.590	\$114,885,000
SUMMARY	2,500,000 (TOTAL)	\$70.590 (AVG)	\$6.000 (AVG)	\$76.590 (AVG)	\$191,475,000 (TOTAL)

¹ Reference: Section 2 of the Contract

² Reference: Section 5 of the Contract

Invitation For Multi-Step Bid

No. GPA- -21

BULK SUPPLY OF DIESEL FUEL OIL NO.2



Volume II

CONTRACT

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CONTRACT

(CONTRACTOR)

GUAM POWER AUTHORITY

2021

IFB No. GPA- -21

BULK SUPPLY OF DIESEL FUEL OIL NO.2

FORMAL CONTRACT

This Agreement and Formal Contract ("Contract"), is made and entered into on the ____ day of _____, 2021 by and between:

_____, hereinafter referred to as CONTRACTOR, duly organized, licensed, registered and qualified to do business in Guam with its principal address at

- and -

GUAM POWER AUTHORITY, hereinafter referred to as the "**Authority**" or "**GPA**", a Public Corporation with its office located at the Gloria Nelson Public Service Complex, Fadian Mangilao Guam;

RECITALS

WHEREAS, GPA desires to maintain bulk supply of Diesel Fuel Oil No.2 for uninterrupted supply to the GPA Power Plants;

WHEREAS, GPA seeks to procure a new Contractor for the Bulk Supply of Diesel Fuel Oil No.2; and

WHEREAS, the Consolidated Commission on Utilities has determined that the (CONTRACTOR) is a preferred option for GPA to provide bulk supply of Diesel Fuel Oil No.2 requirements for the Authority;

WHEREAS, the Guam Public Utilities Commission has, through stipulation, ordered GPA to proceed with the procurement of a CONTRACTOR for the Bulk Supply of Diesel Fuel Oil No.2;

WHEREAS, GPA has issued an Invitation For a Multi-Step Bid for the Bulk Supply of Diesel Fuel Oil No.2 under IFB GPA- -21; and

WHEREAS, CONTRACTOR submitted a bid in response to the Invitation for Bid for the Bulk Supply of Diesel Fuel Oil No.2;

WHEREAS, GPA, upon evaluation of the submitted bid proposals, determined that **CONTRACTOR** is the lowest responsive and responsible bidder;

NOW, THEREFORE, in consideration of the above premises and the mutual promises set forth herein and the terms and conditions hereinafter set forth and for other good and valuable consideration, receipt of which is hereby acknowledged; **CONTRACTOR** and GPA hereby agree as follows:

SECTION 1. DEFINITIONS

- “Fuel oil”** means a liquid hydrocarbon product satisfying the specifications in Schedule A
- “\$”** refers to currency in U.S. dollars.
- “ASTM”** shall mean the “American Society for Testing and Materials”.
- “API”** shall mean the “American Petroleum Institute”.
- “Gallon”** shall mean a U.S. standard gallon of 231 cubic inches at sixty degrees Fahrenheit.

- “Barrel”** means a volume equivalent to 42 U.S. gallons.
- “Contract”** means the Contract for the Bulk Supply of Diesel Fuel Oil No.2 executed as a result of this IFB.
- “Contract Agreement (Agreement)”** shall mean the written agreement between GPA and CONTRACTOR covering the Bulk Supply of Diesel Fuel Oil No.2 any other Contract Documents either attached to the Agreement or made a part thereof by reference therein.
- “Contract Documents”** shall mean the Contract Agreement, Bonds (where required), these General Conditions, any Supplementary Conditions, the Specifications, and any other documents specifically identified in the Contract Agreement, together with all Modifications issued after execution of the Contract Agreement.
- “Contracting Officer”** as used herein means the General Manager of the Guam Power Authority and shall include his authorized representatives.
- “CONTRACTOR”** as used herein means the party or parties who or which shall have duly entered into a contract with the Guam Power Authority to perform the work herein contemplated or his or their authorized assignee.
- “Day”** shall mean a calendar day of twenty-four (24) hours measured from midnight to the next midnight.
- “Delivery Time”** shall mean the total number of days or the dates stated in the Agreement for furnishing the product.
- “General Manager”** shall mean the Chief Executive Officer of the Guam Power Authority. The office and title of General Manager shall apply to any person acting in a regular or in an acting capacity as the Chief Executive Officer of the Guam Power Authority.

“Notice” as used herein shall mean and include all written notice demands, instructions, claims, approvals and disapprovals required to obtain compliance with contract requirements. Any written notice by either party to the contract shall be sufficiently given if delivered to or at the last known business address of the person, firm, or corporation constituting the other party to the contract, or to his, their, or its duly authorized agent, representative, or officers, or when enclosed in a postage prepaid envelope addressed to such last known business address and deposited in a United States mail box. The CONTRACTOR must provide and maintain a post office address within Guam and file the same with the Contracting Officer.

“Procurement Officer” shall mean the General Manager of the Guam Power Authority or the General Manager’s designee.

“PURCHASER” shall mean the Guam Power Authority with whom CONTRACTOR has entered into the Contract Agreement.

“Seller” shall mean the CONTRACTOR.

“Territory” shall mean the Territory of Guam.

“OPA’90” means the Oil Pollution Act of 1990 by the U.S. Congress.

“Platt’s Asia-Pacific/ Arab Gulf Marketscan” refers to the source document for the fuel Contract pricing.

“D.E.S.” means Delivered Ex- Ship.

“Receiving facility” means any wharf, dock, jetty, pier, quay, sea terminal, buoy, lighter, barge, vessel, or other suitable apparatus capable of receiving fuel oil in bulk.

“RCOQ” means the Refinery Certificate of Quality.

SECTION 2. FUEL OIL TO BE SUPPLIED

CONTRACTOR agrees to furnish and **GPA** agrees to accept and pay for all of **GPA's** diesel fuel oil requirements for power generating plants in Guam for the term of the Contract.

Fuel Oil to be supplied to **GPA** shall conform to the product quality requirements specified in Schedule A and shall come from sources not sanctioned by the United States government.

The estimated total fuel oil requirement is as follows:

ULSD Bulk Supply	Estimated Annual Requirement (Barrels per Year)
First (1 st) Year	500,000 – 1,000,000
Second (2 nd) Year	1,000,000 – 1,500,000

Although every attempt has been made to ensure its accuracy, **GPA** makes no guarantees that these quantities will be achieved but they may be exceeded. **GPA** expressly disclaims any liability whatsoever arising from reliance or non-reliance of the data provided.

The first delivery of fuel oil pursuant to the Contract is anticipated to be on or about **February 01, 2022**

SECTION 3. CONTRACT TERM

The Contract Term shall be for TWO (2) years and shall commence on or about after 0:00 hour on **February 01, 2022**, and shall continue until midnight of **January 31, 2024** with options to extend for additional **THREE (3) years, renewable annually, with mutual agreement of both parties.**

SECTION 4. CONTRACT PRICE

The total contract price in U.S. Dollars per barrel for all Diesel Fuel Oil No.2 delivered D.E.S. Guam (discharge port) to **GPA** shall be inclusive of all costs and liabilities incurred prior to delivery at discharge port, Cabras Island, Guam.

DES (Delivered Ex- Ship) PROVISIONS:

Under this term, the **CONTRACTOR** quotes a price including the cost of the goods, the marine insurance, and all transportation charges to the designated point of destination (**GPA**). Under this quotation, the **CONTRACTOR** must:

- (1) provide and pay for transportation to named point of destination (**GPA**);
- (2) pay applicable taxes or charges levied on the cargo outside Guam;
- (3) provide and pay for marine insurance;
- (4) provide war risk insurance;
- (5) obtain and dispatch promptly to **GPA**, or its agent, copies from the original document of a clean bill of lading, and also insurance policy or negotiable insurance certificate;
- (6) provide **GPA** with copies from the original document of certificates of origin, or any documents issued in the country of origin, or of shipment, or both, which **GPA** may require for importation of goods and, where necessary, for their passage in transit into another country.
- (7) where received-for-shipment ocean bill of lading may be tendered, be responsible for any loss or damage, or both, and other charges until the goods have been delivered into the custody of the ocean carrier to **GPA**;
- (8) where on-board ocean bill of lading is required, be responsible for any loss or damage, or both, and other charges until the goods have been delivered on board the vessel to **GPA**;

The **CONTRACT PRICE** shall be the **BID PRICE OFFER** calculated as the **BID REFERENCE PRICE** plus the Contractor’s **FIXED PREMIUM FEE** in U.S. dollars per barrel for all fuel oil delivered to **GPA** at the Port of Guam.

BID REFERENCE PRICE:

The BID REFERENCE PRICE shall be based on the Platt’s Singapore Products Assessment for Fuel Oil Cargoes “Gasoil 10 ppm” for March 1, 2021.

Reference date: March 1, 2021

	<u>Low (\$/bbl)</u>	<u>High (\$/bbl)</u>
Gasoil 10 ppm	\$71.26	\$71.30

The following is a sample calculation of the mean price for “Gasoil 10 ppm” published in the **Platt’s Marketscan, Singapore Products Assessments** for Fuel Oil Cargoes for March 1, 2021.

$$\begin{aligned}
 \text{Mean Singapore Spot} &= \text{Low} + \text{High Price Assessments:} \\
 &= \frac{\$71.26 + \$71.30}{2} \text{ per barrel} \\
 &= \$71.280 \text{ per barrel}
 \end{aligned}$$

BID REFERENCE PRICE = \$71.280 per barrel (in 3 decimals)

BID PRICE OFFER (D.E.S. Ex-Ship Guam):

Bulk Supply of Diesel Fuel Oil No.2	<u>CONTRACT BASE PERIOD</u> TWO (2) YEARS US\$/BBL (3 decimals)		<u>CONTRACT EXTENSION OPTION</u> THREE (3) YEARS US\$/BBL (3 decimals)		
	First (1 st) Year Base Period	Second (2 nd) Year Base Period	First (1 st) Year Extension	Second (2 nd) Year Extension	Third (3 rd) Year Extension
Fixed Premium Fee	\$	\$	\$	\$	\$

SECTION 5. INVOICE PRICE DETERMINATION

Price shall be based on the arithmetic average of the mean of the high/low quotations for "Gasoil 10 ppm" as published in Platts Asia Pacific/Arab Gulf Marketscan under the heading "FOB Singapore" priced for five (5) valid consecutive quotations immediately prior to B/L date and five (5) immediately after the B/L date plus the FIXED PREMIUM FEE.

In case of "No Posting" on the B/L date, no price will be used and the remaining 10-days average will be used. All price postings are at the prices effective dates.

Sample Calculation:

B/L date = February 27, 2021

Marketscan Postings, Gasoil 10 ppm (\$/bbl)

	<u>Date</u>		<u>Low</u>	<u>High</u>	<u>Avg</u>
5	Feb 22, 2021	(Mon)	\$69.27	\$69.31	\$69.290
4	Feb 23, 2021	(Tue)	\$71.77	\$71.81	\$71.790
3	Feb 24, 2021	(Wed)	\$70.67	\$70.71	\$70.690
2	Feb 25, 2021	(Thu)	\$72.93	\$72.97	\$72.950
1	Feb 26, 2021	(Fri)	\$71.44	\$71.48	\$71.460
B/L	Feb 27, 2021	(Sat)	No Posting	No Posting	
1	Mar 01, 2021	(Mon)	\$71.26	\$71.30	\$71.280
2	Mar 02, 2021	(Tue)	\$68.14	\$68.18	\$68.160
3	Mar 03, 2021	(Wed)	\$68.61	\$68.65	\$68.630
4	Mar 04, 2021	(Thu)	\$69.51	\$69.55	\$69.530
5	Mar 05, 2021	(Fri)	\$72.14	\$72.18	<u>\$72.160</u>
Mean Arithmetic Average (\$/bbl) =					\$70.590

Invoice Reference Price: \$70.590/bbl

Sample Fixed Premium Fee: \$4.000/bbl

Invoice Price Calculation = Invoice Reference Price + Fixed Premium Fee = \$74.590/bbl

For invoice calculation purposes, quantity shall be reported in barrels at standard sixty degrees Fahrenheit (60°F) as declared in the Bill of Lading.

SECTION 6. TITLE, CUSTODY AND RISK OF LOSS

Title to the fuel oil and custody thereof shall pass from **CONTRACTOR** to **GPA** when the fuel oil has passed the vessel's permanent flange hose connection at the discharge port.

SECTION 7. TERMS OF PAYMENT

Payment shall be made in U.S. Dollars Funds without off-set, deduction, or counter-claim within THIRTY (30) calendar days (30-days net term) after the Bill of Lading date provided vessel tenders its NOR within TWELVE (12) days after the B/L date, otherwise it extends day by day (B/L date inclusive). In case payment due date falls on a Bank holiday or Saturday in Guam, payment shall be made immediately preceding banking day. However, should payment due falls on Sunday or Monday bank holiday in Guam, payment shall be made on the immediately following banking day.

Payment shall be available at Seller's account on Maturity Date. If Buyer fails to pay on the maturity date, Seller shall be reimbursed for the interests related to the time of delay. Interest Rate shall be calculated based on the one month London Interbank Offered Rate (LIBOR) for US Dollar Deposits offered by Bloomberg Publication at 11:00 A.M. London Time, as quoted on page BBAM in effect on the date buyer's payment was due, plus one and one-half percent (1.5%) per annum.

In the event that a duly executed Documentary Letter of Credit (L/C) is amended or cancelled due to error or adjustments caused by the **CONTRACTOR**, the **CONTRACTOR** shall reimburse **GPA** for any penalties for the amendment or cancellation of the LC.

The **CONTRACTOR** shall endeavor to assist **GPA** to revise the payment due dates if requested by **GPA** accordingly. **GPA** has the right to request for revision of the payment due dates and Contractor has the right to reject it at its sole discretion.

CONTRACTOR may provide **GPA** a Line of Credit, but it is not a requirement in the contract.

The amount of **GPA's** credit line under this contract shall not exceed :

(Amount in Words _____)

(US\$ _____),

available at **CONTRACTOR** system.

Invoices for Fuel Oil delivered pursuant to quantity (Fuel Oil receipts) and quality prescribed under the terms of this contract shall be submitted to **GPA**. The payment terms are 30 days (net) beginning on the date the invoice is received by the **GPA** accounts payable section. All payments shall be based on the delivered quantity, corrected to volume (net) at 60 °F.

If the amount due under this contract exceeds the **GPA**'s credit limit, then as a loading condition, for the amount not covered under the credit line, **GPA** shall:

- (i) Make advance payment not later than one day before the cargo is loaded;
OR
- (ii) Open a **DOCUMENTARY LETTER OF CREDIT (L/C)** at a first class international bank mutually agreeable to both **GPA** and the **CONTRACTOR**

SECTION 8. PAYMENT OF TAXES AND OTHER GOVERNMENT CHARGES

All fuels under the terms of this Contract are exempt from the Government of Guam Liquid Fuel Tax and the Government of Guam Gross Receipts Tax as provided by 12 G.C.A., Section 8115.

CONTRACTOR shall be responsible for filing appropriate tax returns or other filings and requesting rebates, credits, drawbacks or exemptions.

In the event any liquid fuel tax or gross receipts tax or other tax including, but not limited to, excise tax, duty, toll, fee, charge for other exaction or the amount equivalent thereto, and any increase thereof, now or hereafter imposed, levied or assessed by the United States Government, the Government of Guam, the Port Authority of Guam, or other instrumentality or agency thereof in connection with and as a result of the sale of fuel oil herein provided for is collectible or payable by **CONTRACTOR**, (except taxes, penalties, fees or other charges that may be imposed on **CONTRACTOR** because of **CONTRACTOR**'s failure to make proper tax filings including requests for credits, exemptions, drawbacks or rebates) it shall be paid by **GPA** as part of the fuel price set

forth herein, on demand by **CONTRACTOR**. Any such payment shall be in addition to the price otherwise herein provided for.

Notwithstanding these provisions, should the payment of any such charges described in this section be unduly burdensome to **GPA**, it shall be grounds for renegotiation for an equitable adjustment in price.

CONTRACTOR shall be solely responsible for filings and payment of income tax or taxes measured on net income.

SECTION 9. WARRANTY AND CLAIMS

CONTRACTOR warrants that the fuel oil shall meet the specification prescribed herein under Schedule A, and other pertinent sections. If the fuel oil fails to meet the specifications herein, **CONTRACTOR** shall be liable for any direct damages resulting therefrom.

CONTRACTOR shall be solely responsible for any damages caused by the **CONTRACTOR** or its agents during the process of oil shipment and delivery.

Claims against the **CONTRACTOR** for direct costs incurred on account of their negligent actions shall be given in writing together with all supporting documents, invoices and correspondence by **GPA** within thirty days (30) from date of delivery of fuel oil as specified in Section 4.

SECTION 10. PRODUCT AND QUALITY

The fuel oil delivered hereunder shall have the physical and chemical characteristics as described in Schedule A.

The Authority reserves the right to require the supplier to add and to conduct additional tests as may be required.

SECTION 11. QUANTITY AND QUALITY ASSURANCE

(a) Inspection of fuel oil cargo loading and discharge to determine quantity and quality shall be witnessed and or conducted by the appointed third party independent Inspector mutually

acceptable to **GPA** and the **CONTRACTOR**. Such independent inspector shall also perform or witness the required sampling, gauging, and inspection of vessel and shore tanks before and after loading at load port as well as discharge port, Guam. Final determination shall be based on the discharge port findings. All quantity calculations and correction to volume at sixty (60) degree (Fahrenheit) shall be in accordance with the ASTM-IP Petroleum Measurement Tables, Table 6- the latest edition published shall be applicable. All costs and charges for the inspections for the load port shall be borne by the **CONTRACTOR**, and costs at the discharge port shall be equally shared by **GPA** and the **CONTRACTOR**.

(b) Load port samples from each individual shore loading tanks prior to loading and vessel's composite samples from all vessel's cargo compartments after loading shall be obtained by the independent inspector who shall perform or witness the required tests for quality certification. Shore tank composite from each individual shore loading tanks and vessel composite samples shall be separately tested and the quality must conform to the specifications under Schedule A of the contract.

Vessel's composite samples from all vessel's cargo compartments shall also be obtained by the inspector for the consignee, **GPA**, in care of the ship's master. All Samples shall be equally divided into THREE (3) parts, sealed, properly identified, and designated with the required "Chain of Custody of Samples" documentations.

(c) The quality of the cargo to be delivered shall be determined by an independent inspector mutually acceptable to GPA and the **CONTRACTOR** and is to be based on the ship composite samples taken at the port of discharge in such a manner as to secure samples which are representative of the entire cargo delivery. Discharge tanks samples and ship's composite samples shall be divided into THREE (3) parts. One part shall be for **CONTRACTOR** and TWO (2) parts shall be for **GPA**, and **GPA** shall utilize one sample for recertification and reserve the other sample as a retained referee sample. All discharge port samples shall be presented by the inspector for **GPA** in care of the Master of the ship. All samples shall be retained for not less than ONE HUNDRED TWENTY (120) days after delivery. In the event of dispute as to quality, analysis of the samples taken at the discharge port shall be made by an independent inspector, which analysis shall be final and binding upon both parties.

GPA reserves the right to reject any or all deliveries that fail to conform to the quality requirements specified in Schedule A.

Copies of the Certificate of Quality of the vessel composite samples, together with the other shipping documents (B/L, certificate of origin, cargo manifest, certificate of origin, certificate of quantity with shore tank measurement report, Refinery Certificate of Quality, etc) must be transmitted by fax or e-mail to GPA immediately or no later than 3 days after completion of loading.

Original/copy of the quality analysis certificates and ship's "certificate of cleanliness" issued before loading to be handed over with the other shipping documents (B/L, Certificate of Origin, Cargo Manifest, Certificate of Quality, Certificate of Quantity with shore tank measurement report, etc.) upon arrival of vessel at discharge port.

It is understood that any delay as may be incurred in discharge due to unavailability of copy of the Bill of Lading will be for **CONTRACTOR's** account. Furthermore, the correct documentation in original format is required in order to establish to the full satisfaction of GPA.

GPA has the right to reject any cargo outside the specification limits. GPA shall notify the Contractor of any rejected delivery by fax or e-mail. Contractor shall promptly deploy a replacement vessel carrying on-spec products to Guam within 12 days from the date of GPA's notice of rejection.

Notwithstanding the above conditions, Contractor shall not be relieved of any responsibilities or penalties provided for in the Contract. In addition, GPA shall impose all applicable penalties for failure of the Contractor to provide the replacement cargoes in a timely manner. Contractor shall be liable for all direct expenses as a result of the delayed arrival of the shipment beyond the last day of the original 5 days ETA date.

SECTION 12. QUANTITY DETERMINATION

Quantity determination shall be performed by a third party independent inspector mutually acceptable to **GPA** and the **CONTRACTOR**. Quantity shall be based from the load port shore tanks

gauges as to be reflected as Bill of Lading quantity NET barrels at sixty degrees Fahrenheit (60 °F). The Certificate of Quantity shall separately use the density from each individual shore loading tanks. All quantities shall be corrected to volume at sixty degrees Fahrenheit (60 °F) in accordance with the ASTM-IP Petroleum Measurement Table, Table 6B, the latest edition published shall be applicable. A copy of the load port shore tank measurements shall be included as supplemental documents.

Quantity certification prepared by independent inspector shall be final and binding upon both parties.

In the event of the variances between the B/L quantity and the discharge port (shore tanks) receipts, The **AUTHORITY** shall pay (absorb) a quantity shortfall up to ONE- FOURTH PERCENT (0.25 %) of the barrel established quantity; shortages beyond the 0.25% shall be covered by the **CONTRACTOR**.

SECTION 13. SECURITY OF SUPPLY

For security of supply, **CONTRACTOR** reserves the right to supply fuel oil meeting **GPA** specifications from any source. In the event that supplies are taken from such other places, then the price to Guam will remain the same as established in Section 4 above.

SECTION 14. GOVERNMENT LAWS AND REGULATIONS

(a) If at any time during the term of the Contract the Government of the United States or the Territory of Guam enacts laws or issues regulations which would prevent **GPA** from burning the type of fuel oil to be supplied hereunder, **GPA** shall use its best efforts to obtain an exemption. In the event **GPA** cannot obtain an exemption from such laws and regulations, **CONTRACTOR** shall use his best efforts to furnish **GPA** substitute fuel oil which complies with such governmental laws and regulations at the same price set out herein, or if unreasonable, at a price to be renegotiated by the parties. If the substitute fuel oil causes an increase or decrease in **CONTRACTOR**'s cost of performance of the Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly. Any claim of **CONTRACTOR** for adjustment under this section must be

asserted in writing within thirty (30) days from date of receipt by **CONTRACTOR** of the notification of substitute fuel oil in compliance with Government laws, rules and regulations. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Contract entitled "Disputes". However, nothing in this clause shall excuse the **CONTRACTOR** from proceeding with the Contract fuel oil specifications as changed in order to comply with Government laws, rules and regulations. Only in the event that the parties cannot mutually agree upon the price at which **CONTRACTOR** is to furnish such substitute fuel oil, and **CONTRACTOR** refuses to provide such substitute fuel oil at the Contract price set out herein shall **GPA** then have the option of purchasing from other sources fuel oil at a lower price than that offered by **CONTRACTOR** in such negotiations which complies with such laws and regulations, but in any event, the **CONTRACTOR** shall have no recourse, other than those specified herein.

(b) **CONTRACTOR** shall at all times comply with all applicable laws and regulations of the Territory of Guam and the Federal Government and their respective agencies.

SECTION 15. PERMITS AND RESPONSIBILITIES

The **CONTRACTOR** shall, without additional expense to **GPA**, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal and Territorial laws, codes and regulations necessary for performance of the Contract by **CONTRACTOR**.

SECTION 16. FORCE MAJEURE

No failure or omission by either party to carry out or to observe any of the terms, provisions or conditions of the Contract shall, except in relation to obligations to make payments under the Contract, give rise to any claim by one party against the party in question or be deemed to be a breach of the Contract if such failure or omission arises from any cause reasonably beyond the control of the party, including but without prejudice to the generality of the foregoing:

(a) War, etc. War, hostilities, acts of public enemy or belligerents, sabotage, blockade, revolution, insurrection, riot or disorder;

(b) Restraints. Arrest or restraint of princes, rulers or peoples;

- (c) Confiscation. Expropriation, requisition, confiscation or nationalization;
- (d) Rationing. Embargoes, export or import restrictions or rationing or allocation, whether imposed by law, decree or regulation or by voluntary cooperation of industry at the insistence or request of any governmental authority or person purporting to act therefore;
- (e) Regulations. Interference by restriction or onerous regulations imposed by civil or military authorities, whether legal or de facto and whether purporting to act under some constitution, decree, law or otherwise;
- (f) Acts of God. Acts of God, fire, frost or ice, earthquake, storm, lightning, tide, tidal wave, or peril of the sea, accident of navigation or breakdown or injury of vessels;
- (g) Loss for Tankers. Loss of tanker tonnage due to sinking by belligerents or to governmental taking whether or not by formal requisition;
- (h) Accidents. Accidents to or adjuncts of shipping navigation;
- (i) Strikes. Epidemics, quarantine, strikes or combination of workmen, lockouts, or other labor disturbances;
- (j) Explosions. Explosion, accidents by fire or otherwise to wells, pipes, storage facilities, refineries, installations, machinery;
- (k) Taking by Government. Unavailability of fuel because of the election of the government of the country of its origin to take royalty product in kind;
- (l) Other Events. Any event, matter or thing wherever occurring and whether or not of the same class or kind as those set forth, which shall not be reasonably within the control and without the fault or negligence of the party affected thereby.

No failure or omissions to carry out or to observe any of the terms, provisions or conditions of the Contract shall give rise to any claim by one party against the other, or be deemed to be a breach of the Contract from the time of and to the extent occasioned by the Force Majeure, not from the date of notice of the Force Majeure is received.

SECTION 17. NOTICE TO OTHER PARTY

Either party whose obligations may be affected by any of the forces or causes set out in Section 16, supra, shall promptly notify the other party in writing, giving full particulars thereof as soon as possible after the occurrence of such force or cause. Such party shall exercise due diligence to remove such cause with all reasonable dispatch and to resume performance at the earliest practicable time.

SECTION 18. PAYMENT REQUIRED

Notwithstanding the provisions of Section 16, supra, **GPA** shall not be relieved of any obligation to make payments for any fuel delivered to Guam dock/**GPA** tanks hereunder; however, during the force majeure condition the obligation shall be suspended, except for fuel oil deliveries made prior to the force majeure condition.

SECTION 19. PRORATION OR EQUITABLE ALLOCATION

If any of the events enumerated in Section 16, supra, have occurred, **CONTRACTOR** shall prorate or otherwise allocate in a fair and equitable manner among its customers, including **GPA**, the supplies of fuel oil **CONTRACTOR** has available for delivery at the time of the occurrence or for the duration of such event taking into account **GPA**'s unique situation as Guam's total dependence on fuel oil. **CONTRACTOR** shall also seek an alternative source of fuel oil to fulfill its contractual obligations.

SECTION 20. ALTERNATE SUPPLY

In the event **CONTRACTOR** is unable to fulfill its obligations under this Contract as a result of Section 16, supra, **GPA** may at its sole discretion seek an alternative source of fuel oil so long as such condition shall exist.

In the event **CONTRACTOR** is unable to fulfill its obligations under this Contract as a result of any negligence on the part of the Contractor, **GPA** may at its sole discretion seek an alternative source of fuel oil so long as such condition of negligence shall exist. If the cost of fuel during such period

of negligence shall exceed the Contract price as provided in Section 4, the **CONTRACTOR** shall be liable to **GPA** for the difference, which may be taken from the Performance Bond.

SECTION 21. RESUMPTION OF PERFORMANCE

If **CONTRACTOR** is prevented from delivering or **GPA** is prevented from receiving all or any fuel to be sold under the Contract for the reasons which fall within the provisions of Section 16, supra, then the party so prevented shall, as to the remainder of the fuel not affected thereby, promptly resume performance of the Contract. No curtailment or suspension of deliveries or payment under the causes listed in Section 16, supra, shall operate to extend the term of or terminate the Contract unless the occurrence of force majeure will materially impair, for an indefinite period of time, the parties' ability to perform the Contract.

SECTION 22. GOVERNING LAW AND DISPUTES

This CONTRACT shall in all respects be governed by the Laws of Guam. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are expressly excluded.

This CONTRACT shall not be construed to confer any benefit on any person not being a party to this Contract nor shall it provide any rights to such person to enforce any of its provisions. The provisions of the English Contracts (Rights of Third Parties) Act 1999 are expressly excluded.

In the event of any controversies, dispute or difference of any nature (a "Dispute") between the parties arising from or in connection with this Contract, either party may give notice to the other in writing of the existence of such dispute specifying its nature and the points at issue. If the dispute shall not have been amicably resolved within thirty (30) days from the date of the said notice, then the same shall be exclusively and definitely resolved through final and binding arbitration in New York, by the AMERICAN ARBITRATION ASSOCIATION ('AAA'), in accordance with the rules of arbitration of such institution in effect as of the date the existence of the controversy is notified by one of the parties. The arbitration shall be conducted by three arbitrators, unless all parties to the dispute agree to a sole arbitrator within thirty (30) days after the filing of the arbitration. Each party to the dispute shall appoint one arbitrator within thirty (30) days of the filing of the arbitration, and the two arbitrators so appointed shall select the

presiding arbitrator within thirty (30) days after the latter of the two arbitrators have been appointed by the parties to the dispute. If a party to the dispute fails to appoint its party-appointed arbitrators or if the two party-appointed arbitrators cannot reach an agreement on the presiding arbitrator within the applicable time period, then LCIA shall appoint the remainder of the three arbitrators. The arbitration proceedings shall be conducted in English and the arbitrator(s) shall be fluent in the English language. The award of the arbitral tribunal shall be final and binding. Judgment on the award of the arbitral tribunal may be entered and enforced in any court having jurisdiction thereof. The cost of the arbitration proceedings, including attorneys' fees, shall be borne in the manner determined by the arbitral tribunal. Any right to appeal or challenge any arbitral decision or award is hereby waived. The parties may seek a preliminary injunction or other preliminary judicial relief, if in its judgment such action is necessary to avoid irreparable damage. It is expressly agreed that indirect, special, punitive and consequential damages shall not be awarded.

SECTION 23. CONTRACTOR'S INSURANCE

The **CONTRACTOR** shall maintain an insurance policy or ensure that vessel nominated have in place an insurance policy for oil pollution (throughout the entire period of the voyage to and from the discharge port) with coverage consistent with the provisions in compliance to the requirements of the U.S. Oil Pollution Act of 1990 (OPA 90) and any amendments thereto. This includes, but is not limited to, compliance with oil spill cleanup plan, financial responsibility, and all other provisions of OPA 90.

At a minimum, **CONTRACTOR** shall carry the following insurance coverages and shall provide evidence of these coverages in the form of a Certificate of Insurance with the applicable wordings and endorsements:

ENVIRONMENTAL POLLUTION LIABILITY

At a minimum, must carry and have in force Environmental Pollution Liability insurance with limits not less than **CONTRACTOR** \$50,000,000 (USD FIFTY MILLION DOLLARS) each condition and in the aggregate to include coverage for First party clean-up costs. The carrier must be rated not less than AM Best A rated and minimum financial size of IX. This coverage must be primary and non-

contributory. The Guam Power Authority must be named as an additional insured with a Waiver of Subrogation. On the Certificate of insurance, carrier must be provided with a Waiver of Subrogation. On the Certificate of insurance, carrier must agree by endorsement, that in the event of any cancellation and/or material change in coverage the carrier will give minimum 60-day prior written notice to the Policy holder and the Guam Power Authority.

MARINE LIABILITY

At a minimum, must carry and have in force Marine Liability insurance with limits not less than \$50,000,000 (USD CONTRACTOR FIFTY MILLION DOLLARS) each occurrence and in the aggregate. The carrier must be rated not less than AM Best A rated and minimum financial size of IX. This coverage must be primary and non-contributory. The Guam Power Authority must be provided with a Waiver of Subrogation. On the Certificate of insurance, carrier must agree by endorsement, that in the event of any cancellation and/or material change in coverage the carrier will give minimum 60-day prior written notice to the Policy holder and the Guam Power Authority.

SECTION 24. INDEMNITY

CONTRACTOR shall indemnify and hold **GPA** harmless from all damages to persons or property or to receiving facilities and delivery facilities, regardless of ownership, including the cost of enforcement of the indemnity, actually and proximately caused by **CONTRACTOR** or its agents in making deliveries hereunder. **CONTRACTOR** shall be responsible for cleaning up any oil spillage caused by it or its agent or **CONTRACTORS** during the process of oil delivery. **CONTRACTOR** shall carry at all times appropriate levels of insurance as determined by **GPA** and by Local and Federal Regulatory Agencies to cover any such damage. The **CONTRACTOR** shall ensure that any vessel owned or chartered by the Contractor for deliveries under this agreement shall meet the requirements of the U.S. Oil Pollution Act of 1990 (OPA 90).

SECTION 25. TRANSPORTATION

The Authority shall nominate and advise the **CONTRACTOR** of the 10-day delivery date range not later than 30 days before the 1st calendar day of the delivery date range. The **AUTHORITY** and

CONTRACTOR shall mutually agree to narrow down to a 5-day delivery date range 21 days prior to the 1st day of the 5-day delivery date range.

(a) **CONTRACTOR** shall arrange for the transportation of the fuel oil from loading port to the Guam dock, and give **GPA** at least FIFTEEN (15) days prior notice of the approximate arrival date of each tanker.

All risk of loss, cost and liabilities prior to the time of passage of title of the fuel oil to shall be on the **CONTRACTOR**. **CONTRACTOR** or its agents shall further arrange for the use of the dock pier receiving facilities' Manager, U.S. Coast Guard, U.S. Custom and Immigration inspections, Guam Commercial Port authorities, Guam tug services, Port Stevedores services, and others as necessary for the safe berthing of fuel tankers.

The F-1 Dock is the current receiving facility. The facility manager and address is as follows:

Tristar Terminals Guam, Inc.

414 West Soledad Avenue

GCIC Building, Suite 500P

Hagatna, Guam 96910

Tel : (671) 565-2300/ 565-9021

Fax: (671) 565-3909

GPA shall exercise due diligence and make its best effort to assist the **CONTRACTOR** in arranging for safe berthing facilities to accommodate vessels at the F-1 dock with the following information:

Maximum LOA	237 meters
Maximum breadth	45 meters
Maximum vessel draft alongside	14.8 meters
Maximum displacement	120,000 tonnes

GPA shall provide the **CONTRACTOR** an estimated total cargo quantity to be delivered approximately THIRTY (30) days from estimated 10-day delivery date range.

GPA shall provide notification to the **CONTRACTOR** as to the final split cargo delivery quantity approximately THIRTY (30) days prior to the first (1st) day of the estimated 5-day delivery date range which will also be specified in this final notice. **GPA estimates** a single delivery requirement per shipment as follows:

Diesel Fuel Oil No. 2 Bulk Supply	Estimated Single Delivery Requirement (Barrels per Shipment)
First (1 st) Year	500,000 – 1,000,000
Second (2 nd) Year	1,000,000 – 1,500,000

For each delivery **CONTRACTOR** will have an operational tolerance of FIVE PERCENT (5%) on the cargo size, as well as the obligation to deliver the shipment within defined delivery date range, as has been notified by **GPA**.

GPA shall have the right to cancel or change the previously notified cargo size and/or delivery date within thirty (30) calendar days prior to the first day of the delivery range without penalty.

(b) Tanker nomination procedures:

The **AUTHORITY** shall advise the contractor of projected "tankers' schedule and quantities per slate" THIRTY (30) days before the commencement of the contract, and **CONTRACTOR** agrees to provide all fuel requirements of **GPA** as advised and all succeeding cargo requirements thereafter.

(i) **Vessel Specification:**

All vessels nominated by the **CONTRACTOR** for fuel oil deliveries to **GPA** shall meet the vessel vetting requirements and be pre-approved by the dock facility manager (F-1 Dock or alternate facility).

The **CONTRACTOR** or its agents shall be responsible in seeking vessel clearance from the dock facility manager. In the event that vessels owned or chartered by the **CONTRACTOR** do not meet the dock facility manager specification, **CONTRACTOR** shall have the vessel shortfalls corrected or have another vessel nominated and ensure that a suitable vessel is cleared for timely delivery of

cargo to **GPA**. The **CONTRACTOR** or its agents shall be responsible for the scheduling and reservation of the dock with the dock facility manager.

The **CONTRACTOR** shall ensure that the vessel assigned to perform the voyage should be rid of any slop before reaching the designated port and have adequate slops – storage capacity to ensure that unloading of any slops is avoided.

(c) Ship Lay time and Demurrage:

Ship lay time of thirty-six (36) hours at the discharge port shall commence six (6) hours after the tender of Notice of Readiness (NOR) or when the vessel berths whichever occurs first, and to cease upon last cargo hoses disconnection. Official NOR shall be tendered/ re-tendered after completion of inspection and clearance for conducting cargo discharging operations is granted by the Port Authorities.

However, if the vessel arrives before the first day of the agreed arrival date range, lay time shall not commence until 06:00 AM on the first day of the agreed arrival date range or the time discharge commences whichever is earlier. If the vessel arrives after the last day of the agreed arrival date range lay time shall commence at the time discharge commences.

If regulations of the Port Authorities prohibit the discharge of cargo at night, the time so lost shall not count as used lay time.

(i) Ship Demurrage:

If lay time allowed is exceeded, GPA shall be liable to pay the **CONTRACTOR** for applicable demurrage. However, any delay due to vessel inspection and clearance by Local and Federal Authorities, breakdown of the vessel's equipment, or failure by vessel to comply with the requirements of the discharge port with respect to equipment aboard, shall not be counted in the lay time used for calculating demurrage. Waiting period for berthing, port formalities, product sampling and testing for quality conformance and ullaging shall be deducted in the lay time calculation.

The vessel must be able to attain a minimum discharge pressure of up to one hundred (100) psi measured at the Dock manifold. Time lost for slow discharging shall be deducted from the lay time used for calculating demurrage.

Demurrage cost if payable by **GPA** shall be at the single voyage demurrage rate specified in the single voyage Charter Party of the vessel loading the cargo in question and the **CONTRACTOR** shall furnish **GPA** with a copy of such Charter Party. Such charges must be submitted to **GPA** within 90 days after Bill of Lading date.

CONTRACTOR 's and **GPA**'s rights and duties under Section 24 and Section 25 do not supersede or control the provisions of Section 16 Force Majeure.

(d) **Dock Use Lay time Charges:**

Dock lay time of thirty-six (36) hours at the discharge port, to commence upon commencement of cargo discharging, and to cease upon last cargo hose disconnection. Dock lay time charges in excess of the first thirty-six (36) hours are paid by GPA to the dock facility manager.

In the event that the allowable lay time of thirty-six (36) hours is exceeded due to delays caused by the vessel, the Contractor shall reimburse GPA for any charges in excess of the allowable lay time. Calculation for reimbursement shall be based on the Letter of Protest issued to the Vessel's Officer converted to time units multiplied by the dock excess lay time charge and dock operator overtime cost.

SECTION 26. COORDINATION – AMMUNITION LOADING

(a) The **CONTRACTOR** is hereby advised and agrees that the unloading of fuel oil is not permitted during the time that the unloading or loading of ammunition is taking place at the U.S. Navy's ammunition wharf.

(b) Coordination to prevent conflict in unloading between ammunition and fuel oil will be effected jointly by responsible parties representing the U.S. Navy, the Port Authority, **GPA** and the **CONTRACTOR**. Any charges that may result because of demurrage caused by delay in discharge of fuel oil related to ammunition unloading or loading will be borne by the **GPA**, provided that notice of arrival of tanker is given to **GPA** by the **CONTRACTOR** at least FIFTEEN (15)

days prior to ETA Guam. In absence of such notice any delay costs shall be borne solely by the **CONTRACTOR**.

SECTION 27. FAILURE TO SUPPLY

If the **CONTRACTOR** refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure the timely delivery of fuel oil supply or commits any other substantial breach of this Contract, **GPA** may notify the **CONTRACTOR** in writing of the delay or non-performance and if not cured within THIRTY (30) days of the date of notification, **GPA** may terminate the Contract in whole or such part of the Contract as to which there has been a delay or a failure to properly perform. In the event of termination in whole or in part, **GPA** reserves the right to procure fuel oil supply from another source immediately upon issuance of such notification or whenever it deems appropriate.

SECTION 28. FAILURE TO PAY

Failure to pay an invoice and any late penalties, if any, within a period of THIRTY (30) days from the due date of such invoice, shall be a default and should such a default not be cured within THIRTY (30) days of default, **CONTRACTOR** may, at its option, do either of the following:

- (a) Terminate the Contract forthwith or forthwith suspend delivery under the contract until further notice, on notifying GPA orally or by notice in writing; or
- (b) Continue to supply fuel oil and bring suit in the Superior Court of Guam for amounts past due and as they become due.

SECTION 29. FAILURE TO COMPLY WITH LAWS

In the event the **CONTRACTOR** or any person or entity identified as principals in the offer submitted in connection with the bid shall be found by any court or administrative agency having jurisdiction over the subject matter of the violation, to have violated any law, rule or regulation in connection with **CONTRACTOR** 's performance of the obligations under the Contract in any manner whatsoever directly or indirectly which violation shall constitute a breach of the peace, or an act involving moral turpitude or otherwise constitute endangerment of the health, safety

and welfare of the citizens of the Territory of Guam, **GPA** may at its sole discretion terminate this Contract upon THIRTY (30) days written notice.

SECTION 30. PENALTY CLAUSES

(a) **Late Deliveries**

- (1) In case of five (5) delayed deliveries beyond the last day of the stipulated delivery date range on the discharge port, after the stipulated delivery date as set out in the nomination procedure, **GPA** reserves the right to terminate the present contract by his written notification, without obligation to indemnify the **CONTRACTOR**.
- (2) **CONTRACTOR** accepts to pay **GPA** for every delayed delivery beyond the last day of the five (5) days stipulated delivery date range as set out in the nomination procedure, a penalty equivalent to:
 - \$0.10/bbl multiplied by the Bill of Lading quantity for every day of delay if delivery is less than five days late.
 - \$0.20/bbl multiplied by the Bill of Lading quantity for every day of delay if delivery is more than five days late.

In case of delay due to **GPA**'s fault or Force Majeure, the time of delivery shall be correspondingly extended, the **CONTRACTOR** waiving any respective claim against **GPA**.

(b) **Quality Outside Contractual Specifications**

In the event that any fuel, according to the analysis results of either the composite vessel sample or the "Umpire" sample has one or more quality characteristics outside the contractual specifications set in Schedule A, then in addition to any other rights or remedies available to the **GPA** under this contract a penalty will be imposed according to the following:

- (1) If the bottom sediment and water exceeds the specification limit, then a price reduction shall be made for all water and non-petroleum sediment in excess of maximums specified in Schedule A multiplied by the Bill of Lading Quantity.
- (2) If the heating value is less than the specification limit, then there will be a price reduction calculated as the ratio of the Out-of- Specification heating value and the Guaranteed

Heating Value specified in Schedule A, multiplied by the Bill of Lading Quantity.

If any other quality parameter (besides the ones stated in) exceeds the specifications' limits, then a penalty will be agreed between **GPA** and **CONTRACTOR**.

It is expressly agreed that the present penalty clauses shall be imposed regardless of whether damages were or not suffered by the **GPA** due to the delay in delivering the fuel and fuel quality outside contractual specifications, and that the **GPA** reserves the right to claim cumulatively both the amount of the penalty clauses and indemnification for every direct damage suffered by him due to **CONTRACTOR** non-contractual actions or omissions. If during the period of this contract the **GPA** is forced to purchase fuel oil in order to maintain the **GPA's** Power Stations on full commercial load as a result of failure on the part of the **CONTRACTOR** to deliver fuel oil in accordance with the terms of this contract (save for events of Force Majeure) any additional cost borne by the **GPA** over and above the price provided for in this Contract will be liable to be refunded to the **GPA** either by payment from the **CONTRACTOR** or by way of reduction from his debts to the **CONTRACTOR** or from the Good Performance Bond of the Contract, or partially from both.

GPA reserves the right to retain the amount of the penalty clauses from his debts to the **CONTRACTOR** or from the Good Performance Bond of the Contract, or partially from both.

Notwithstanding the above conditions, **GPA** reserves the right to reject any or all deliveries that fail to conform to the quality requirements specified in Schedule A.

SECTION 31. DEFAULT

"If the PARTY refuses or fails to perform any of their obligations under this agreement, non-breaching PARTY shall notify the PARTY either by e-mail or in writing within thirty (30) days of the breach. If the PARTY does not remedy the breach within thirty (30) days after the date of notification, non-breaching PARTY may by giving notice to the other PARTY terminate the Agreement in whole or suspend taking of delivery under the Contract.

In the event of partial termination or suspension under this provision, GPA reserves the right to procure fuel supply from another source upon notification to CONTRACTOR either by e-mail or in writing. Fuel to be procured shall be at the prevailing market price at the time of partial termination or suspension.

The CONTRACTOR shall be liable for the difference between the contract price and the prevailing market price at the time of termination.”

SECTION 32. ATTORNEYS FEES

Should a default by either party result in litigation, the successful party shall be entitled to recover its reasonable attorney’s fees from the defaulting party.

SECTION 33. TERMINATION FOR CONVENIENCE

(a) **Termination.**

The delivery of fuel oil supply under this Contract may be terminated by **GPA** in accordance with this clause in whole, or from time to time in part.

Any such termination shall be effected by delivery to the **CONTRACTOR** of a written Notice of Termination specifying the extent to which supply of fuel oil under the Contract is terminated, and the Contract shall be terminated effective ONE HUNDRED TWENTY (120) days after receipt of notice by **CONTRACTOR**.

In the case of termination of this Contract, GPA shall reimburse the **CONTRACTOR** of all the expenses related to the period of the Performance Bond that were not used.

(b) **CONTRACTOR's Obligations.**

The **CONTRACTOR** shall incur no further obligations in connection with the terminated fuel oil supply delivery and on the date set in the Notice of Termination the **CONTRACTOR** will stop delivery of fuel oil to the extent specified. The **CONTRACTOR** shall also terminate outstanding orders and Contracts, if any, as they relate to the terminated Contract for fuel oil supply. The **CONTRACTOR** shall settle the liabilities and claims arising out of the termination of orders and

Contracts, if any, connected with the terminated fuel oil supply delivery. **GPA** may direct the **CONTRACTOR** to assign the Contractor's right, title and interest under the terminated orders or Contracts to **GPA**. The **CONTRACTOR** must still deliver fuel oil supply not terminated by the Notice of Termination and may incur obligations as are necessary to do so.

(c) **Right to Supplies.**

GPA may require the **CONTRACTOR** to transfer title of fuel oil cargo in transit to Guam at the time of receipt by Contractor of **GPA's** Notice of Termination.

(d) **Compensation.**

(1) The **CONTRACTOR** shall submit a termination claim specifying the amounts due because of the termination for convenience. If the **CONTRACTOR** fails to file a termination claim within ONE (1) year from effective date of termination, **GPA** may pay the **CONTRACTOR**, if at all, an amount set in accordance with subparagraph (3) of this paragraph.

(2) **GPA** and the **CONTRACTOR** may agree to a settlement provided the **CONTRACTOR** has filed a termination claim supported by cost or pricing data to the extent required by Section 3-403 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by **GPA**, the proceeds of any sales of supplies and manufacturing materials under the Guam Uniform Commercial Code, and the Contract price of the fuel supply not terminated.

(3) Absent complete agreement under subparagraph (1) of this paragraph, **GPA** may pay the **CONTRACTOR** the following amounts, provided payments agreed to under subparagraph (2) shall not duplicate payments under this subparagraph:

(i) Fuel oil Contract prices for supplies or services accepted under the Contract by **GPA**;

(ii) Costs incurred in preparing to perform and performing the terminated portion of the delivery of fuel oil plus a fair and reasonable profit on such portion of the delivery (such profit shall not include anticipatory profit or consequential

damages) less amounts paid or to be paid for accepted fuel oil supplies or services; provided, however, that if it appears that the **CONTRACTOR** would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(iii) Costs of settling and paying claims arising out of the termination of Contracts or orders pursuant to paragraph (2) of this clause. These costs must not include costs paid in accordance with subparagraph (3)(ii) of this paragraph;

(iv) The reasonable settlement costs of the **CONTRACTOR** including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract for the termination and settlement of Contracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the **CONTRACTOR** under this subparagraph shall not exceed the total Contract price plus the reasonable settlement costs of the **CONTRACTOR** reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under the Uniform Commercial Code.

SECTION 34. REMEDIES CUMMULATIVE

Each and all remedies available to a party in the event of the other party's failure to comply timely with any or all the terms and conditions of the Contract may be exercised independently or in combination (such rights being nonexclusive one with the other). The remedies set forth in the Contract are in addition to, and not in lieu of, all of the remedies available at law or in equity.

SECTION 35. COVENANT AGAINST CONTIGENT FEES

The **CONTRACTOR** warrants no person or selling agency has been employed or retained to solicit or secure the Contract upon agreement or understanding for a commission, percentage,

brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agency maintained by the **CONTRACTOR** for the purpose of securing business. For breach or violation of this warranty, **GPA** shall have the right to annul the Contract without liability or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

SECTION 36. NOTICE

Except as otherwise expressly specified herein, any notice to be given hereunder by either party to the other shall be deemed sufficiently given if in writing and enclosed in an envelope properly stamped and addressed to the party at the address set forth in this section, and deposited in the United States mail. Either party may change its address by giving FIFTEEN (15) days prior written notice to the other party. Such address until further notice shall be:

GPA: General Manager
Guam Power Authority
Post Office Box 2977
Hagatna, Guam 96932-2977
TELEFAX: (671) 648-9225

CONTRACTOR: _____

SECTION 37. INTEREST OF OTHER PARTIES

CONTRACTOR warrants that no member of the governing body of **GPA**, and no other officer, employee, or agent of **GPA** who exercises any functions or responsibilities in connection with the work to which the Contract pertains, and no employee, agent or member of the Guam Legislature or other public official of the Government of Guam, has or shall have any personal economic or financial interest, direct or indirect, in the Contract.

SECTION 38. ASSIGNMENT

CONTRACTOR declares that the only persons or parties interested in the Contract as principals are named herein and that the Contract is made without participation by or benefit to any other person, firm or corporation, except as specified herein.

CONTRACTOR agrees that it will not assign to nor permit Contract participation in whole or in part by any other person, firm or corporation not specified as a principal without the prior written consent of **GPA**. If such assignment is permitted, **CONTRACTOR** will guarantee the performance of all terms and obligations of the Contract, and such assignment shall not alter **CONTRACTOR**'s obligations hereunder. No assignee of **CONTRACTOR** shall have the right to assign the Contract without **GPA**'s consent which may be given or refused at **GPA**'s absolute discretion.

SECTION 39. TIME

Time is of the essence in the Contract and in every part hereof.

SECTION 40. AMENDMENT AND WAIVER

Neither the Contract nor any provision hereof may be changed, waived, altered, amended, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, alteration, amendment, discharge or termination is sought. For purposes of this Contract, the signature of the Chairman or his designee, of the Consolidated Commission on Utilities is required to bind the **AUTHORITY**.

Failure by either party to object to any failure of performance by the other party of any provision of the Contract shall not constitute a waiver of, or estoppel against, the right of such party to require such performance by the other. Nor shall any such failure to object constitute a waiver or estoppel with respect to any succeeding failure of performance.

SECTION 41. DESCRIPTIVE HEADINGS

The descriptive headings of the several Sections and Subsections in this Invitation are inserted for convenience only and shall not be deemed to affect the meaning or construction of any provision hereof.

SECTION 42. RELATIONSHIP OF PARTIES

Nothing contained in the Contract shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between **CONTRACTOR** and **GPA**, and no provisions contained in the Contract nor any acts of the parties shall be deemed to create any relationship between **GPA** and **CONTRACTOR**, other than the relationship of buyer and seller.

SECTION 43. NUMBER AND GENDER

In the Contract the masculine gender includes the feminine and neuter, the singular number includes the plural, and the word "person" includes corporation, partnership, firm or association wherever the context so requires.

SECTION 44. SUCCESSORS IN INTEREST

Each and all of the covenants, conditions, and restrictions in the Contract shall inure to the benefit of and shall be binding upon the permitted assignees and successors in interest of either party.

SECTION 45. PARTIAL INVALIDITY

Should any part of the Contract for any reason be declared to be invalid, such decision shall not affect the validity of any remaining portion thereof, which remaining portion shall remain in force and effect as if the Contract had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of the Contract without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid.

SECTION 46. EQUAL OPPORTUNITY CLAUSE

During the performance of the Contract the **CONTRACTOR** agrees as follows:

(a) The **CONTRACTOR** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, political opinion or affiliation, or national origin. The **CONTRACTOR** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, political opinion or affiliation, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demoting, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **CONTRACTOR** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the **GPA** setting forth the provisions of this equal opportunity clause.

(b) The **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, political opinion or affiliation, or national origin.

SECTION 47. PROHIBITION AGAINST GRATUITIES, KICKBACKS, AND FAVORS TO THE TERRITORY

GCA 5 §5630(c) prohibits the **CONSULTANT** against gratuities, kickbacks, and favors to the Territory.

SECTION 48. RESTRICTION AGAINST CONTRACTOR EMPLOYING CONVICTED SEX OFFENDERS FROM WORKING AT GOVERNMENT OF GUAM VENUES

GCA 5 §5253(b) restricts the **CONTRACTOR** against employing convicted sex offenders from working at Government of Guam venues. It states:

(b) All contracts for services to agencies listed herein shall include

the following provisions: (1) warranties that no person providing services on behalf of the CONTRACTOR has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the CONTRACTOR is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

SECTION 49. CONTRACT BINDING EFFECT

All EXHIBITS attached hereto are incorporated herein by reference in its entirety.

This Contract is binding upon the **CONTRACTOR** only if **CONTRACTOR** has been awarded the Contract in response to the **IFB GPA- -21**. This Contract is subject to the approval of **GPA** and the Public Utilities Commission and it shall not be binding on part of **GPA** until such approval is made as evidenced by the signatories below.

For the **Guam Power Authority (GPA)**:

John M. Benavente, P.E.
General Manager

DATE

For **(CONTRACTOR)** :

(Company Name and Seal)

**CONTRACTOR, Duly Authorized
REPRESENTATIVE OF COMPANY**

DATE

APPROVED AS TO FORM:

**Graham Botha, General Counsel
GUAM POWER AUTHORITY**

DATE

PERFORMANCE AND PAYMENT BONDS

KNOW ALL MEN BY THESE PRESENTS that _____

(Name of CONTRACTOR)

herein after called the CONTRACTOR and _____

(Name of Surety)

a corporation duly organized under the laws of the State of _____

(hereafter referred to as: "Surety") authorized to transact business in Guam as Surety, are held and firmly bound unto the Guam Power Authority, as obligee, for use and benefit of claimants as herein below defined, in the amount of _____

_____ Dollars (US\$ _____) for the payment

whereof the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the CONTRACTOR has by written agreement dated _____, 20____,

entered into a Contract with the Guam Power Authority for the **Bulk Supply of Diesel Fuel Oil No.2** in accordance with the Specifications prepared by the Guam Power Authority, which Contract is by reference made a part hereof, and is hereafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the CONTRACTOR shall promptly and faithfully perform said Contract, and shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for use in the

performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- A. The Surety hereby waives notice of any alteration or extension of the time made by the Guam Power Authority provided the same is within the scope of the Contract.
- B. Whenever CONTRACTOR shall be and is declared to be in default under the Contract by the Guam Power Authority, and the Guam Power Authority has performed its Contract obligations, the Surety may promptly remedy the default or shall promptly:
 - 1. Complete the Contract in accordance with its terms and conditions; or
 - 2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Guam Power Authority and the Surety of the lowest responsive, responsible bidder, arrange for a Contract between such bidder and the Authority, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less than balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph shall mean the total amount payable by the Guam Power Authority to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by the Guam Power Authority to CONTRACTOR. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Guam Power Authority or successors of the Authority.
- C. A claimant is defined as one having a direct contract with the CONTRACTOR, or with a sub-CONTRACTOR of the CONTRACTOR for labor, material, or both, used or reasonably required for use in the performance of the Contract labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

- D. The above-named CONTRACTOR and Surety hereby jointly and severally agree with the Guam Power Authority that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Guam Power Authority shall not be liable for the payment of any costs or expenses of any such suit.
- E. No suit or action shall be commenced hereunder by a claimant:
1. Unless claimant, other than one having a direct contract with the CONTRACTOR, shall have given written notice to any two of the following:
The CONTRACTOR, the Guam Power Authority, or the Surety above named, within ninety (90) calendar days after such claimant did or performed that last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the CONTRACTOR at any place the principal maintains an office or conducts its business.
 2. After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.
 3. Other than in a court of competent jurisdiction in and for Guam.
- F. The amount of the payment bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens, which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

SIGNED AND SEALED THIS _____ day of _____ 20__ .

IN THE PRESENCE OF:

(Note: If the Principals are Partners,
each must execute the Bond)

(WITNESS)

(CONTRACTOR) (SEAL)

(TITLE)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(TITLE)

(TITLE)

SCHEDULE A: PRODUCT QUALITY SPECIFICATION

The Authority may require the supplier to conduct additional test as necessary for plant's performance/efficiency evaluation.

DIESEL FUEL OIL NO. 2

DESCRIPTION	ASTM TEST METHOD	UNIT OF MEASURE	LIMITS	
			Minimum	Maximum
Flash Point	D93	deg C	60	
Cloud Point	D2500	deg C		5
Bottom Sediment & Water	D2709	vol %		0.05
Distillation Temp, 10% recovered	D86	degC	180	230
Distillation Temp, 50% recovered	D86	degC	230	310
Distillation Temp, 90% recovered	D86	degC	282	360
Distillation Temp, 95% recovered	D86	degC	300	370
Kinematic Viscosity	D445	mm ² /s at 40 degC	1.9	4.1
Total Aromatic Hydrocarbons	D6591 or IP391	wt%		30
Dicyclic Aromatic Hydrocarbons	D6591 or IP391	wt%		5
Tricyclic and higher Aromatic Hydrocarbons	D6591 or IP391	wt%		1
Olefin Content	D1319	vol%		5
Ash	D482	wt%		0.01
Sulfur	D4294 or D5453 or D7039	ppmw		10
Sulfur Mercaptan	D3227	ppmw		3
Copper Strip Corrosion Rating (3hrs min at 50oC)	D130			No. 1
Cetane Index	D613 or D976-80 or D4737		46	
Carbon Residue on 10% distillation residue	D189 or D524 or D4530 or D6371	wt%		0.2
Lubricity, HFRR @ 60oC	D6079	micron		400
Conductivity	D2624 or D4308	pS/m	100	600
Density @ 15oC	D4052 or D1298	kg/m3	820	850
Gravity, API @ 60oF	D1295 or D4052		35	41

Color	D1500			2.0
Hydrogen Sulfide in Liquid	IP 570A	mg/kg		2.0
Strong Acid No.	D974	mg KOH/g		Nil
Total Acid No.	D974	mg KOH/g		0.2
Odour	Indirect			Merchantable
Stability (Oxidation), 16Hrs	D2274	mg/L		20
Appearance @ ambient temp	D4176			Clear, bright and free from particulates and water
Haze Rating	D4176			1
Particulate Matter (Max. 10 micron)	D6217	mg/L		1
Water content	D6304	mg/kg		100
Filter Blocking Tendency (FBT)	D2068 or IP387			1.35
Fatty Acid Methyl Ester (FAME)	D7371-14 or EN14078	vol%		0.1
Guaranteed Heating Value (HHV)	D240	MMBTU/bbl	5.70	
Static Dissipation Additives (Stadis 450)	Declared			Report
Lubricity Additive	Declared			Report
Biodiesel Content	Declared			NIL
Virgin Vegetable & Animal Oils	Declared			NIL
Unhydrotreated Cracked Components	Declared			NIL
Na	D7111	ppmw		0.1
K	D7111	ppmw		0.1
Ca	D7111	ppmw		Less than 0.1
V	D7111	ppmw		Less than 0.1
Pb	D7111	ppmw		Less than 0.1
Ni	D7111	ppmw		Less than 0.1
Zn	D7111	ppmw		Less than 0.1
Cu	D7111	ppmw		Less than 0.1
Ba	D7111	ppmw		Less than 0.1

Notes on Schedule A:

Odour. The odor shall be typical and characteristic of mild hydrocarbon smell, but must not be unusually strong, repulsive, or obnoxious. The fuel delivered shall be subject to inspection by regulatory agencies such as the United States Environmental Protection Agency (USEPA), or by an independent third-party inspector, should issues related to odour arise. In the event that such unusually strong, repulsive, or obnoxious odor is detected and is deemed due to the quality of the product delivered by the Contractor, the product shall be replaced at the Contractor's expenses.

Hydrogen Sulfide in Liquid Phase. Individual samples shall be drawn on the ship compartments. Report shall be based on the mathematical average of the test results.

Hydrogen Sulfide in Vapour. The Contractor or its agent is required to disclose the Hydrogen Sulfide concentration for each cargo compartment on a daily basis upon sailing from the load port. The Contractor shall ensure that the Hydrogen Sulfide concentration in vapour phase on board the vessel does not exceed 80 ppm prior to cargo arrival on Guam.

In the event that the Hydrogen Sulfide levels are exceeded on cargo arrival, the vessel will be required to leave the Guam port and de-gas to the required concentration and all costs shall be borne by the Contractor.

Haze Rating 1. No visible free water, particulates or sediment shall be present in the product.

SCHEDULE B: F-1 DOCK PORT AND TERMINAL INFORMATION
HANDBOOK

SCHEDULE C: F-1 DOCK FACILITY- VESSEL VETTING PROCEDURE

GPA FUEL PURCHASE SCHEDULE

Fuel Type	Plant Supplied	Contractor	Base-Contract Period	Extension Options	Contract Max. Period	Est. Amount
Residual Fuel oil (RFO)	Cabras 1&2, Piti 8&9	Hyundai	9/2020 to 8/2023	9/2023 to 8/2025	Aug-25	\$136,500,000

Ultra Low Sulfur Diesel (ULSD):

GPA-008-18	Cabras 1&2	Mobil	1/2020 to 12/2021	1/2022 to 12/2024	Dec-24	\$49,300,000
	Piti 8&9					
	Yigo Diesels					
	Yigo CT					
	Piti 7					
	Talofofo Diesels MDI Diesels					

GPA-008-18	Macheche CT	IP&E	1/2020 to 12/2021	1/2022 to 12/2024	Dec-24	\$13,260,000
	Dededo CT					

Resolution 2021-09	Piti 8&9 Conversion	Upcoming Bid	2/2022 to 1/2024	2/2024 to 1/2027	Jan-27	\$76,590,000
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Future Bid	Ukudu Plant	Future Bid	6/2023 to 5/2028	6/2028 to 5/2030	May-30	\$128,000,000
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GUAM POWER AUTHORITY

ATURIDÁT ILEKTRESEDÁT GUAHAN
P.O.BOX 2977 • HAGÁTÑA, GUAM U.S.A. 96932-2977

Issues for Decision

Resolution No. 2021-10

RELATIVE TO AUTHORIZING MANAGEMENT OF GPA TO ENTER INTO A MONTH-TO-MONTH EXTENSION FOR ITS PROFESSIONAL PRINTING, MAILING, PROCESSING AND OTHER SERVICES

What is the project's objective and is it necessary and urgent?

GPA must have the printing servers in order to issue monthly billings which is the revenue lifeline of GPA.

On April 6, 2016, the Guam Power Authority (GPA) entered into a contract with Graphic Center, Inc. to provide professional printing, mailing and processing services of approximately 50,000 electric power billings each month. The original contract became effective on April 18, 2016 for a one (1) year period from the date of award of the contract with the option to extend the contract for four (4) additional one-year periods. GPA has exercised its base and options years of the contract.

GPA had recently issued an Invitation for Bid (IFB) for these services but the bidder did not meet the bid requirements which necessitates a re-bid.

GPA seeks a month-to-month extension of the current contract until a new bid is awarded.

How much will it cost?

The estimated cost of this contact for billing invoices, newsletter, and image storage is approximately \$300,000.00 for eight months.



CONSOLIDATED COMMISSION ON UTILITIES

Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671) 648-3002 | guamccu.org

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RESOLUTION NO: 2021-10

AUTHORIZING MANAGEMENT OF THE GUAM POWER AUTHORITY TO ENTER INTO A MONTH-TO-MONTH EXTENSION FOR ITS PROFESSIONAL PRINTING, MAILING, PROCESSING AND OTHER SERVICES

WHEREAS, on April 6, 2016, the Guam Power Authority (GPA) entered into a contract with Graphic Center, Inc. to provide professional printing, mailing and processing services of approximately 50,000 electric power billings each month; and

WHEREAS, the original contract became effective on April 18, 2016 for a one (1) year period from the date of award of the contract with the option to extend the contract for four (4) additional one-year periods; and

WHEREAS, GPA has exercised its base and options years of the contract; and

WHEREAS, GPA had recently issued an Invitation for Bid (IFB) for these services but the bidder did not meet the bid requirements which necessitates a re-bid; and

WHEREAS, the estimated cost of this contact for billing invoices, newsletter, and image storage is approximately \$300,000.00 for eight months; and

WHEREAS, GPA must have the printing servers in order to issue monthly billings which is the revenue lifeline of GPA; and

WHEREAS, GPA seeks a month-to-month extension of the current contract until a new bid is awarded; and

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NOW, THEREFORE BE IT RESOLVED, by the Consolidated Commission on Utilities, subject to the review and approval of the Public Utilities Commission, as follows;

1. The General Manager is authorized to exercise month-to-month service up to eight (8) months or when a new contract is awarded whichever comes first.

RESOLVED, that the Chairman certifies and the Board Secretary attests to the adoption of this Resolution.

DULY AND REGULARLY ADOPTED AND APPROVED THIS 27TH DAY OF APRIL 2021.

Certified by:

Attested by:

JOSEPH T. DUENAS
Chairperson
Consolidated Commission on Utilities

MICHAEL T. LIMTIACO
Secretary
Consolidated Commission on Utilities

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SECRETARY’S CERTIFICATE

I, **Michael T. Lintiaco**, Secretary of the Consolidated Commission on Utilities (CCU), as evidenced by my signature above do certify as follows:

The foregoing is a full, true and correct copy of the resolution duly adopted at a regular meeting by the members of the Guam Consolidated Commission on Utilities, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

Ayes: _____
Nays: _____
Abstentions: _____
Absent: _____

Bill Print Services



Bill Print Services

- New billing statements. Changing ways to communicate with customers
- 25% reduction in postage.

GUAM POWER AUTHORITY
ATURIDAT ELEKTRESADAT GUAHAN
P.O. Box 21868 Barrigada, Guam 96921-1868

PRESENTED FIRST CLASS MAIL
U.S. POSTAGE PAID
GUAMA, GUAM
PERMIT NO. 47

ADDRESS SERVICE REQUESTED

KIM,JOHN J
PO BOX 10331
TAMUNING, GU 96931

9693180331 8037

Account Number: 319710000
Account Name: KIM,JOHN J
Service Location: 124 KAYEN EDWARD G UNTALAN, DEDEDO
Bill Date: 04/22/2015
Due Date: 05/01/2015

Balance From Last Billing \$138.06
Amount Paid \$0.00
Arrears \$138.06
Current Period Billing \$171.36
Plus/Less Adjustments \$1.04
Total Amount Due (Upon Receipt) \$310.46

Read Date	Meter Nbr	Current Rdg	Previous Rdg	Multiplier	Consumption	Unit	Days	Ave/Dly
04/22/2015	0200415	35837.25	35800.77	1	856.48	KWH	31	27.63

Bill Date	Bill Item	Quantity x Rate	Amount	
03/10/2015 - 04/20/2015	Electric Residential Rate - Schedule R -			
	Monthly Customer Charge		\$13.00	
	Energy Charge (Firt 500 kWh)	500.00 x \$0.06202	\$31.46	
	Energy Charge (Over 500 kWh)	356.48 x \$0.06996	\$24.93	
	Fuel Recovery Charge	856.48 x \$0.122554	\$104.91	
	Emergency Water-will/Wastewater Charge (Over 500 kWh)	356.48 x \$0.02279	\$8.08	
	Insurance Charge	856.48 x \$0.0029	\$2.48	
	Working Capital Fund Surcharge	856.48 x \$0.00466	\$3.98	
	04/20/2015	**Late Charge		\$1.04
	Current Period Billing Amount			\$171.36

* For GPA EZ-Pay by Phone, please contact 647-5787/8/9. * Account overdue, subject to immediate disconnection without further notice.
* Payment in full required. Please disregard if payment has been made.

Return this portion with your payment. - Keep above portion for your records. Important customer information on the reverse side.

Mail this stub with remittance payable to:
Guam Power Authority
PO Box 21868 Barrigada, Guam 96921-1868

Account Number: 319710000
Account Name: KIM,JOHN J
Bill Date: 04/22/2015
Amount Due: \$ 310.46
Amount Paid: [] (Upon Receipt)

Guam Power Authority
Aturidat Elektresadat Guahan
MY ENERGY STATEMENT

KIM,JOHN J
PO BOX 10331
TAMUNING GU 96931-0331

BALANCE FROM PREVIOUS STATEMENT	AMOUNT PAID	AMOUNT	NUMBER PREVIOUS BILLING	PLUMBING ADJUSTMENTS	TOTAL AMOUNT DUE
\$504.73	\$-597.17	\$-2.44	\$269.07	\$2.44	\$269.07

SERVICE INFORMATION

Account Number: 319710000
Primary Name: KIM,JOHN J
Service Location: 124 KAYEN EDWARD G UNTALAN, DEDEDO
Bill Date: 03/24/2020
Due Date: 03/10/2020

ENERGY sense TIP
Bringing energy efficiency to you!

POWER STOPS
Power stops are handy for temporarily shutting off power to the electrical devices that are plugged into them. This conserves the energy needed by electronics that continue to use small amounts of power when they are on standby mode and are not actively in use. Note that power strips are not usually designed to provide surge protection. If this is what you are seeking for, make sure the feature is selected in the product label.

Register your residential account at myenergystatement.com to view your energy usage. For GPA EZ-Pay by Phone, please contact 647-5787/8/9.

Read Date	Meter Nbr	Current Rdg	Previous Rdg	Multiplier	Consumption	Unit	Days	Ave/Dly
02/12/2020	0200415	89331.79	88306.59	1	945.2	KWH	24	39.38
02/19/2020	02013817	233.22	0.00	1	233.216	KWH	7	33.32

Read Date	Meter Nbr	Current Rdg	Previous Rdg	Multiplier	Consumption	Unit	Days	Ave/Dly
02/12/2020	0200415	89331.79	88306.59	1	945.2	KWH	24	39.38
02/19/2020	02013817	233.22	0.00	1	233.216	KWH	7	33.32

Statement Item

Statement Item	Quantity x Rate	Amount
Electric Residential Rate - Schedule R -		
Monthly Customer Charge		\$13.00
Energy Charge (Firt 500 kWh)	500.00 x \$0.06996	\$34.98
Energy Charge (Over 500 kWh)	445.22 x \$0.06667	\$29.68
Fuel Recovery Charge	1,178.42 x \$0.134474	\$158.21
Emergency Water-will/Wastewater Charge (Over 500 kWh)	676.42 x \$0.02279	\$15.39
Late Charge		\$ 2.44
Current Period Statement Amount		\$ 269.87

** Fuel Recovery Charge reflects new rates approved by the PUC effective February 1, 2020.

Return this portion with payment. Keep above portion for your records. Important information on reverse side.

Account Number: 319710000
Due Date: 03/10/2020
Total Amount Due: \$269.07
Amount Enclosed: \$ []

GP20200224 R2100 C6
KIM,JOHN J
PO BOX 10331
TAMUNING GU 96931-0331

304 319682383600
Guam Power Authority
Aturidat Elektresadat Guahan
P.O. Box 21868 Barrigada, Guam
96921-1868



Bill Print Services (continued)

- Monthly newsletter. Keeping in touch with customers.



GPA GOVERNANCE & LEADERSHIP

Joseph "Tom" T. DeWitt
Chairman
1-688-1512
E: jtdewitt@gpa.com

Frank E. Soria
Vice Chairman
1-481-8225
E: fesoria@gpa.com

Michael J. Jankovics
Secretary
1-688-2485
E: mjankovics@gpa.com

Dr. James "Bud" J. Garkatz
Treasurer
1-488-3204
E: jgarkatz@gpa.com

Simon A. Jankovics, II
Comptroller
1-688-3200
E: sjankovics@gpa.com

John W. Bickelstein, P.E.
General Manager
1-688-3225
E: jwbickel@gpa.com

THANK YOU SO MUCH FOR YOUR PATIENCE

At GPA, we know that access to electricity is vital to a normal life or death, food or national security, economic prosperity, or a nation's just basic needs such as its food, clothing, lighting, cooling and access to technology in our homes and businesses. That is why every day GPA works to ensure its delivery of safe, reliable and quality electric service, and that we always do everything we can to avoid our employees being forced to shut families out and away from home.

On behalf of the Good-Governed Commission on Energy (GCE) and the Interagency and Staff of the Guam Power Authority (GPA), we thank all customers and our employees for your patience during this pandemic emergency. No one knows what this crisis will finally be brought to a close, but at GPA, we are clear that the workers and employees of GPA will do our jobs and will make sure that our service to our customers is never interrupted.

At the start of the pandemic, GPA announced it would not disconnect customers who fell behind on payments during this time. We also have a process in place to assist our customers with the use of utility and other programs, and we will not disconnect power service. GPA will continue that policy for as long as the Governor's emergency powers are in effect.

Power outages are a nuisance, and can be caused by so many unpredictable situations. GPA's island-wide power system operates on a shared island power grid, and is vulnerable to power system issues that may result in an unplanned power outage. Recently, there have been some power outages that have impacted customers. We know all customers that GPA's Island Dispatch team, along with our Transmission & Distribution field crew on the job and will respond to all power system customer issues to restore power service when there is an outage, as expeditiously and safely as possible. GPA monitors and manages the demand for power on every day and keeps the level of power flowing for all customers, and when the power goes out, GPA will do everything it can to get the power back on as quickly as possible. We will continue to monitor the power system and to provide our customers with the best service we can.

With modern technology this pandemic crisis included an, it may be possible that some outages and we will have a lot of things to do. We will continue to work on that and thank you for your patience.

GPA WINS NATIONAL AWARD FOR OUTSTANDING SAFETY PRACTICES IN 2019

The Guam Power Authority has earned the American Public Power Association (APPA) Safety Award of Excellence for outstanding safety practices for the year of 2019. The APPA awards the top performers in the industry for safety with 20,000 to 300,000 workers based on safety record, lost time incidents, lost work days, and other safety metrics.



The APPA Safety Award is a great honor and a testament to the hard work and dedication of the GPA employees. We are proud to have earned this award and will continue to strive for excellence in safety.

FALLING OIL PRICES MAY IMPACT POWER BILLS

GPA will be making its recommendations to the Good-Governed Commission on Energy (GCE) and the Guam Power Authority (GPA) later this month. GPA will most likely recommend a new levelized energy adjustment at GPA (LEAC) rate to become effective beginning June 1, 2020, for a eight-month period.

The reduction of the LEAC has an impact of lowering the overall customer bill, as it is tied to fuel costs. The LEAC is a measure used to adjust power bills based on changes in fuel costs.

The LEAC has dropped twice since the beginning of 2020 including on February 1, 2020 and April 1, 2020. These reductions resulted in customer total power bills dropping about 1.8 percent, or about \$44.20 for the average 1000 kWh residential customer as compared to bills in January 2020.

At the May regular meeting of the Good-Governed Commission on Energy, GPA will make a recommendation on the LEAC rate for the future period of June 1, 2020 through January 31, 2021. GPA is monitoring the current and future forecast pricing of oil and is making its financial model, to determine if an additional interim adjustment can be made.

Follow-up by the GCE in May 2020 will then follow with the GPC, to update the required June 1, 2020, filing deadline. Thank you for updated information.

CALL BEFORE YOU CUT
GPA Customer Services at 647-5787/88/89

UPDATES

GPA TO PETITION PUC TO EXPAND ENERGY SENSE PROGRAM TO INCLUDE APARTMENTS, CONDOMINIUMS AND NON-PROFIT ORGANIZATIONS

Bevitos Dango (Flamboyant)

Bevitos Dango (Flamboyant)



Bill Print Services (continued)

- Web view of energy statements

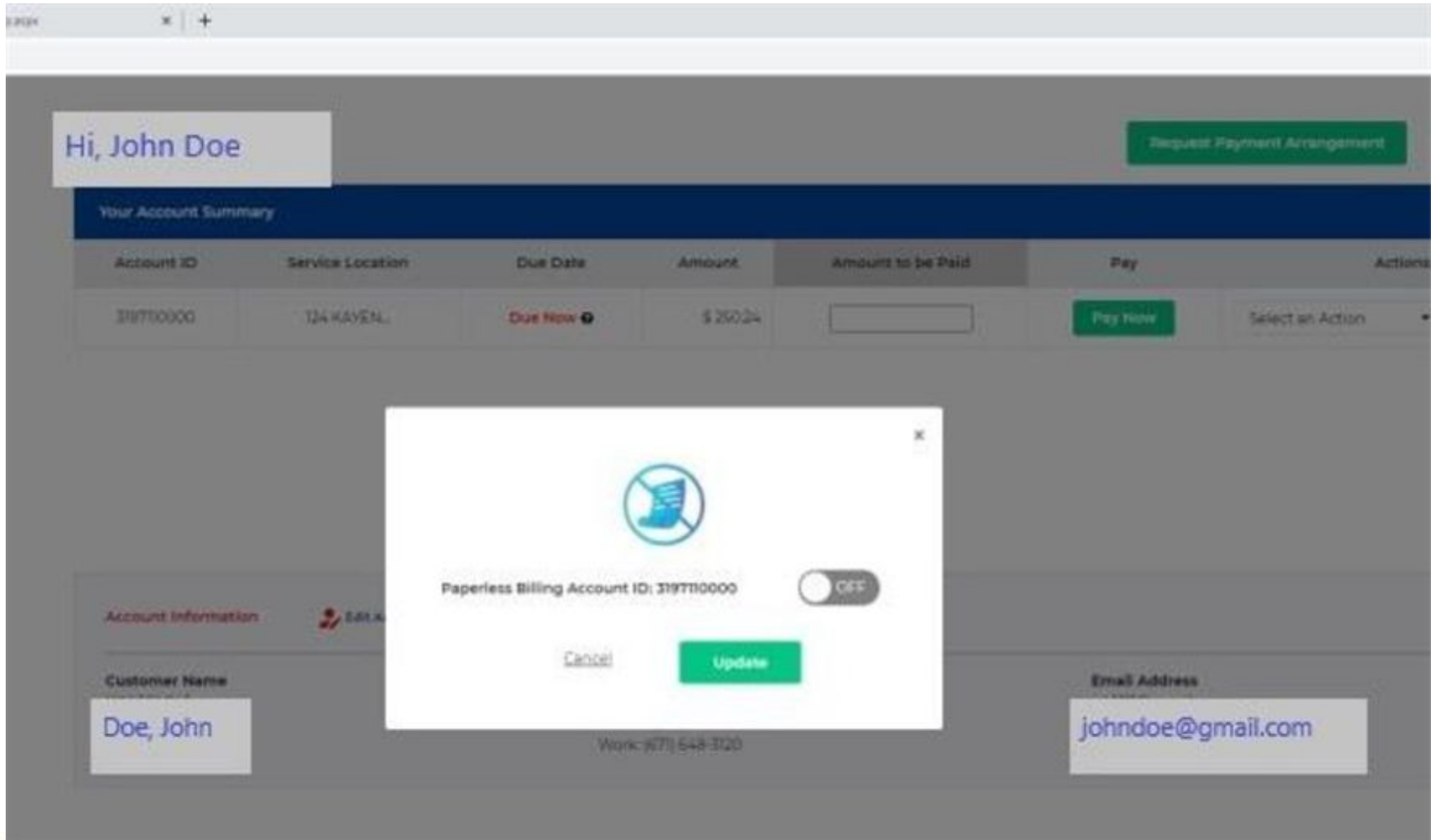
The screenshot shows the GPA web portal interface. On the left is a dark blue navigation sidebar with the GPA logo and menu items: Account Overview, Survey, and Help & Support. The main content area is light gray and displays a personalized greeting 'Hi, John Doe'. Below this is a 'Your Account Summary' section with fields for Account ID (387710000) and Service Location (TA KAYEN). Further down is an 'Account Information' section showing the Customer Name as 'Doe, John'. On the right side, there are buttons for 'Request Payment Arrangement', 'FAQ', and 'Log Out'. A 'Pay' section includes a 'Pay Now' button and an 'Actions' dropdown menu. Below that is an 'Email Address' field containing 'johndoe@gmail.com'. A modal window titled 'Energy Statements' is open in the center, displaying a table with columns for Date, Amount, and View. The table lists 18 statements from 11/2019 to 03/2021. At the bottom of the page, there is a footer with 'All Rights Reserved © 2020 Guam Power Authority' and several partner logos.

Date	Amount	View
03/2021	\$ 250.24	View
02/2021	\$ 253.80	View
01/2021	\$ 245.96	View
12/2020	\$ 255.70	View
11/2020	\$ 261.94	View
10/2020	\$ 239.01	View
09/2020	\$ 267.77	View
08/2020	\$ 262.52	View
07/2020	\$ 266.07	View
06/2020	\$ 250.20	View
05/2020	\$ 272.36	View
04/2020	\$ 269.27	View
03/2020	\$ 252.63	View
02/2020	\$ 269.07	View
01/2020	\$ 324.09	View
12/2019	\$ 268.98	View
11/2019	\$ 297.49	View



Bill Print Services (continued)

- Paperless billing available for customers who opted.





GUAM POWER AUTHORITY

ATURIDÁT ILEKTRESEDÁT GUAHAN
P.O.BOX 2977 • HAGÁTÑA, GUAM U.S.A. 96932-2977

Issues for Decision

Resolution No. 17-FY2021 (GWA) / 2021-11 (GPA)

Authorizing Management of Guam Power Authority and Guam Waterworks Authority to Receive Payments from Guam Solid Waste Authority (GSWA) Customers at GPWA Facilities

What is the project's objective and is it necessary and urgent?

The objective is to authorize Guam Power Authority and Guam Waterworks Authority (collectively GPWA) to accept collections on behalf of the Guam Solid Waste Authority (GSWA). GSWA has requested payment collection assistance as they believe many of their customers are also residential customers of GPWA. Although there is no mandate in law for this assistance, making the requested action neither necessary or urgent, accepting GSWA collections will make payments more convenient for Guam residents, especially GWA and GPA customers who are also GSWA customers. A Memorandum of Agreement detailing the terms and conditions under which GPWA will agree to receive GSWA payments will be required prior to provision of this assistance. The MOA will address segregation of funds, limitations on liability, and the responsibilities of each party involved, including payment of fees and costs.

Where is the location?

GPWA offices and/or drive-thrus in Fadian, Julale, and Upper Tumon.

How much will it cost?

Any costs for the requested assistance will be borne by GSWA, who will pay for any costs to upgrade the CC&B software, provide materials and pay a processing fee.

When will it be completed?

If approved by the CCU, once the MOA has been executed, CC&B software has been upgraded, and proper notice has been provided to the public, GPWA can begin accepting payments.

What is the funding source?

Guam Solid Waste Authority



CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

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GPA RESOLUTION NO. 2021-11
GWA RESOLUTION NO. 17-FY2021

AUTHORIZING MANAGEMENT OF GUAM POWER AUTHORITY AND GUAM WATERWORKS AUTHORITY TO RECEIVE PAYMENTS FROM GUAM SOLID WASTE AUTHORITY (GSA) CUSTOMERS AT GPWA FACILITIES

WHEREAS, under 12 G.C.A. § 14105, the Consolidated Commission on Utilities (“CCU”) has plenary authority over financial, contractual, and policy matters relative to the Guam Power Authority (“GPA”) and the Guam Waterworks Authority (“GWA”); and

WHEREAS, GPA and GWA are Guam Public Corporations established and existing under the laws of Guam; and

WHEREAS, the Guam Solid Waste Authority (“GSA”) is an autonomous public corporation regulated by the Public Utility Commission and governed by a five-member board appointed by the Governor and confirmed by the legislature; and

WHEREAS, precipitated by Bank of Guam fee increases and budget constraints, GSA formally requested in January that GPA and GWA accept payments from GSA customers at GPWA facilities; and

WHEREAS, additionally, the GSA Board, by resolution, has requested that GSA ratepayers make payments to GSA using GPWA facilities for the convenience of their customers and GPWA ratepayers; and

WHEREAS, the GPA and GWA operate facilities in Julale, Fadian and Upper Tumon which accept receipts from GPA and GWA ratepayers and customers; and

//

EXHIBIT A



GUAM SOLID WASTE AUTHORITY

LOURDES A. LEON GUERRERO
Governor of Guam

JOSHUA F. TENORIO
Lt. Governor of Guam

LARRY J. GAST
General Manager



GSWA Board Resolution No. 2021-001
Authorization to Generate a Memorandum of Understanding with the Guam Power Authority to accept GSWA Customer Payments over the Counter

WHEREAS, the Guam Solid Waste Authority has incurred a rate increase for payments being accepted at the Bank of Guam; and,

WHEREAS, the Guam Solid Waste Authority has faced financial challenges throughout its transition out of Receivership into a fully autonomous agency and weathers the negative financial impacts of COVID-19; and,

WHEREAS, it is the desire of the Guam Solid Waste Authority Management and the Board to enable this partnership and provide a more efficient and convenient payment option for its customers; and,

WHEREAS, GSWA will pay for any upfront costs to update the software to make acceptance of GSWA receipts efficient and provide the needed equipment and supplies to support the processing of receipt; and

WHEREAS, GSWA will pay for an administrative fee to process GSWA collections; and

THEREFORE, BE IT HEREBY RESOLVED that the Board of Guam Solid Waste Authority does hereby authorize its management team to take appropriate action to enter into a Memorandum of Understanding with the Guam Power Authority and the Guam Waterworks Authority to have their agencies accept payments from GSWA customers on behalf of GSWA; and,

BE IT FURTHER RESOLVED that the Board of Guam Solid Waste Authority does hereby authorize the management team to generate and circulate an initial draft of the agreement.

Upon a motion to adopt the text of the foregoing Resolution made by Vice Chairwoman Minakshi Hemlani, seconded by Board Secretary Margaret (Peggy) Denney, the following vote was recorded:

Ayes: 4

Nays: 0

Absent: 0

Abstain: 0



GUAM SOLID WASTE AUTHORITY

LOURDES A. LEON GUERRERO
Governor of Guam

JOSHUA P. TENORIO
Lt. Governor of Guam

LARRY J. GAST
General Manager



Upon said roll call, the text of the foregoing was duly enacted as a Resolution of the Board of Guam Solid Waste Authority, Guam, on the 7th day of April 2021.

**GUAM SOLID WASTE AUTHORITY
BOARD OF DIRECTORS**


Andrew Gayle, Chairman


Minakshi Hemlani, Vice Chair


Margaret Denney, Secretary


Jim Oehlerking, Director

ATTEST:

ALICIA FEJERAN, CLERK

BY: 

**MEMORANDUM OF AGREEMENT
BETWEEN
THE GUAM POWER AUTHORITY / THE GUAM WATERWORKS AUTHORITY
AND
THE GUAM SOLID WASTE AUTHORITY**

The Guam Power Authority and the Guam Waterworks Authority mutually agree to provide certain essential services for the GUAM SOLID WASTE AUTHORITY and in return will be fairly compensated by the GUAM SOLID WASTE AUTHORITY (GSWA).

A. RESPONSIBILITIES OF THE GUAM POWER AUTHORITY (GPA) / THE GUAM WATERWORKS AUTHORITY (GWA), also known collectively as GPWA:

I. Collections

The Guam Power Authority / The Guam Waterworks agree to accept collections on behalf of GSWA and will perform the following tasks when accepting payments.

a. Acceptance of Walk-up Payments:

Walk-up payments will be accepted and receipted when a billing statement with the following line data elements are provided by the payee:

- 1) Full Name
- 2) Account Number
- 3) Amount Due

If payment made is other than billed amount, customer must reflect changes in the bill.

b. Payments received by drop box will be accepted and receipted when:

- 1) The same criteria for data elements identified in A.1.a1.) are followed and provided.
- 2) No offsets are applied.
- 3) Account numbers are indicated on all billings.

Drop-box payments with insufficient GSWA account information will not be processed. These payments will be transmitted to GPA/GWA Office in Upper Tumon and picked up by designated GSWA personnel.

c. Preparation of Deposits:

- 1) The Guam Power Authority / The Guam Waterworks will deposit monies collected to the designated GSWA bank account with the Bank of Guam using the pre-printed deposit slips provided by GSWA.
- 2) There will be no co-mingling of GPWA and GSWA funds.
- 3) GSWA collections will be reconciled and deposited to GSWA's Bank of Guam account no later than the following business day.

II. Deposits of Solid Waste Collections:

a. Guam Power Authority / Guam Waterworks Authority will prepare a Daily Collection Report of monies collected and deposited from the day's collection. Report will be emailed in an excel format with the following information:

- 1) Date of Payment
- 2) Customer Account Number
- 3) Amount Paid

- b. All GSWA coupons paid will be scanned and emailed.
- c. Guam Power Authority / Guam Waterworks Authority will submit via email to the Guam Solid Waste Authority Authorized Personnel(s) the elements identified in II. a. and b. the following business day.

III. GPA / GWA Invoice

The Guam Power Authority / The Guam Waterworks Authority shall transmit invoices with the data elements as follows:

- 1) Invoice Date
- 2) Invoice Number
- 3) Account Number
- 4) Description – Period Ending
- 5) Number of Coupons
- 6) Rate Charges
- 7) Amount

B. RESPONSIBILITIES OF GUAM SOLID WASTE AUTHORITY (GSWA):

I. Payments to GPA / GWA

- a. Rates: The GUAM SOLID WASTE AUTHORITY agrees to pay \$1.00 per coupon to the Guam Power Authority / the Guam Waterworks Authority.
- b. GSWA reimburse GPWA for any software upgrades to GPWA's system required to efficiently process GSWA payments.
 - 1)GPWA will obtain quotes from its software vendor.
 - 2)GSWA will authorize updates prior to the work.

b. Method of Payment: The Guam Solid Waste Authority will make an ACH payment or check payable to the:

- 1) Guam Power Authority crediting the Account Number: _____ when mailed for payments made at the Julale and Fadian locations. .
- 2) Guam Waterworks Authority crediting the Account Number: _____ when mailed for payments made at the Upper Tumon location.
- 3) Payments will be made within in 30 days of receipt of invoice.

II. GSWA will be responsible for supplying deposit slips to GPA/GWA.

III. GSWA will be responsible for all customer inquiries and will provide POC information to GPA/GWA. **GSWA will work with GPA/GWA on any collection discrepancies.**

C. EFFECTIVE PERIOD

This MOU shall be in effect on the date signed by the Governor and will remain in effect until cancelled in writing by either of the parties identified below or their successors.

D. POINT OF CONTACT AND OFFICIAL MAILING ADDRESSES

Commented [MNPI]: Highlighted section added based on GPA/GWA will only be taking payments and will not be able to assist customer inquiries. Sample scenarios for this requirement follow:
1.Customer provided wrong account
2.GSWA did not timely post a previous payment by a customer (delayed posting).

- I. Guam Power Authority
John Kim, CPA
Chief Financial Officer
Phone: 671 300-3120
Email: jjekim@gpagwa.com
Gloria B Nelson Public Service Building
688 Route 15
Mangilao, GU 96913

 - II. Guam Waterworks Authority
Taling M Taitano, CPA
Chief Financial Officer
Phone: 671 300-6860
Email: mtaitano@guamwaterworks.org
PO Box 3010
Hagatna, GU 96932

 - III. Guam Solid Waste Authority
Kathy B Kakigi, CPA
Comptroller
Phone: 671 647-4365
Email: kkakigi.gswa@gmail.com
542 North Marine Corps Drive
Tamuning, GU 96911
- E. HOLD HARMLESS CLAUSE
GWSA agrees to indemnify, defend, and hold harmless GPWA and its affiliates, and their respective directors, officers and employees from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including reasonable attorney fees, to which GPWA or its personnel may become subject arising out of or related to this MOA (a "Loss") except to the extent such Loss is due to the gross negligence or willful misconduct of GPWA.
-

IN WITNESS OF, the parties have entered into this Agreement on the dates indicated by their respective names.

GUAM SOLID WASTE AUTHORITY
LARRY J. GAST
GENERAL MANAGER

GUAM POWER AUTHORITY

JOHN M. BENAVENTE, P.E.
GENERAL MANAGER

DATE: _____

DATE: _____

KATHRINE B. KAKIGI
COMPTROLLER

JOHN J.E. KIM, CPA
CHIEF FINANCIAL OFFICER

DATE: _____

DATE: _____

DOCUMENT NO.: _____

GUAM WATERWORKS AUTHORITY

VENDOR NO.: _____

MIGUEL C. BORDALLO, P.E.
GENERAL MANAGER

AMOUNT:
*AMOUNT WILL VARY AND WILL BE
BASED UPON THE RATE OF SERVICES
RENDERED ACCORDING TO THIS
AGREEMENT*

DATE: _____

**APPROVED AS TO LEGALITY AND
FORM:**

TALING M. TAITANO, CPA
CHIEF FINANCIAL OFFICER

LEEVIN TAITANO CAMACHO
ATTORNEY GENERAL OF GUAM

DATE: _____

DATE: _____

APPROVED:

APPROVED:

LESTER CARLSON, DIRECTOR
BUREAU OF BUDGET MANAGEMENT RESEARCH

LOURDES A. LEON GUERRERO
GOVERNOR OF GUAM

DATE: _____

DATE: _____

GM REPORT

April 2021



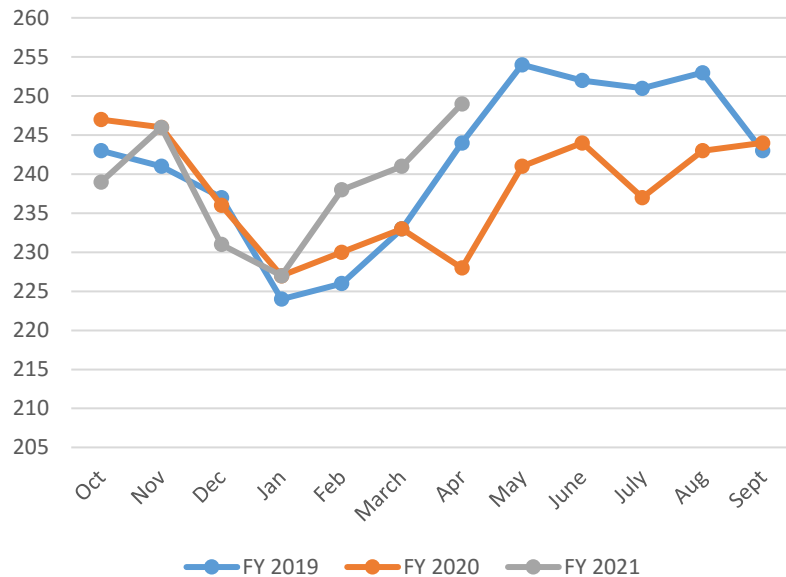
Generation Status

1. Reserve Margin Forecast for April 2021:

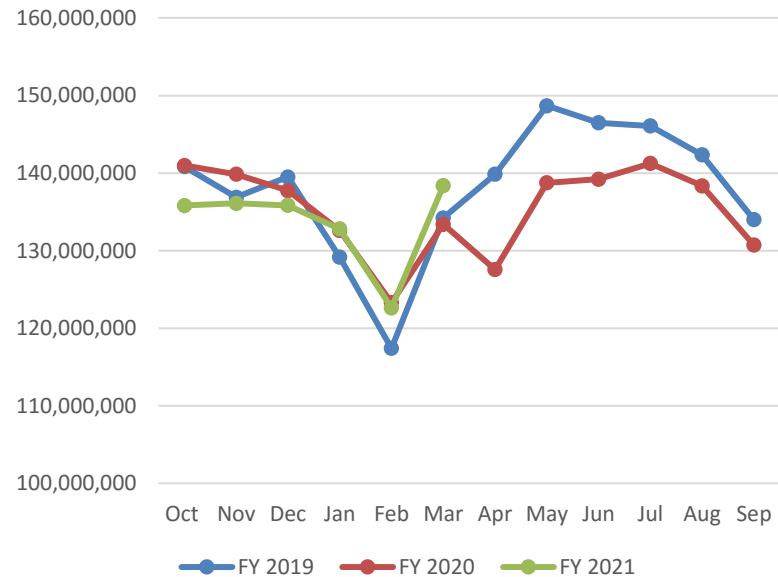
Projected Available Capacity: 348 MW
 Projected Demand: 250 MW
 Anticipated Reserve Margin: 98 MW

2. FY 2021 Production Characteristics :

**PEAK MW DEMAND
thru April 18, 2021**

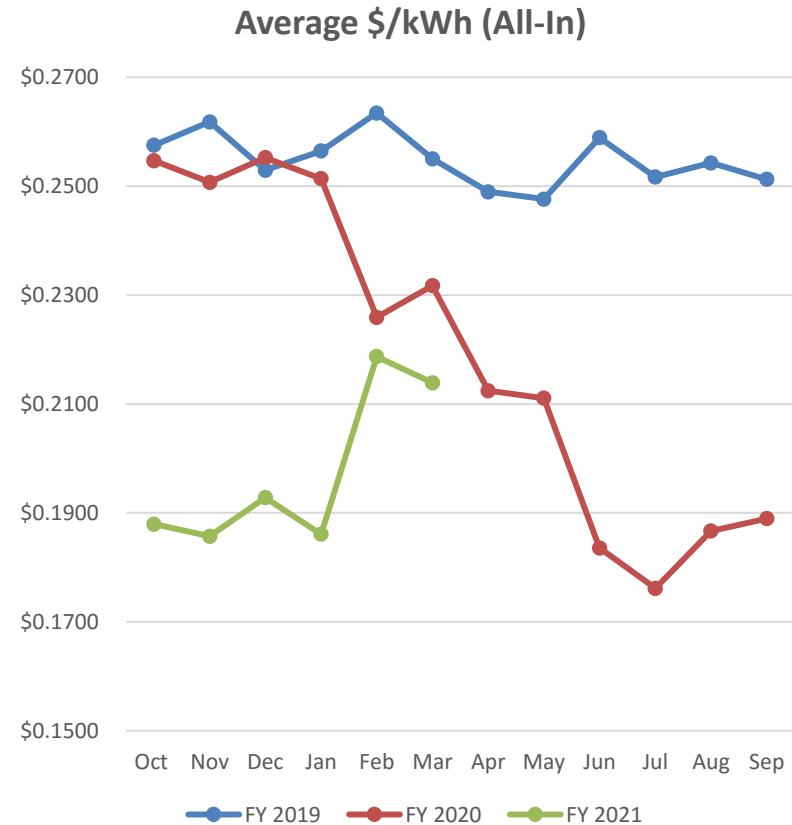
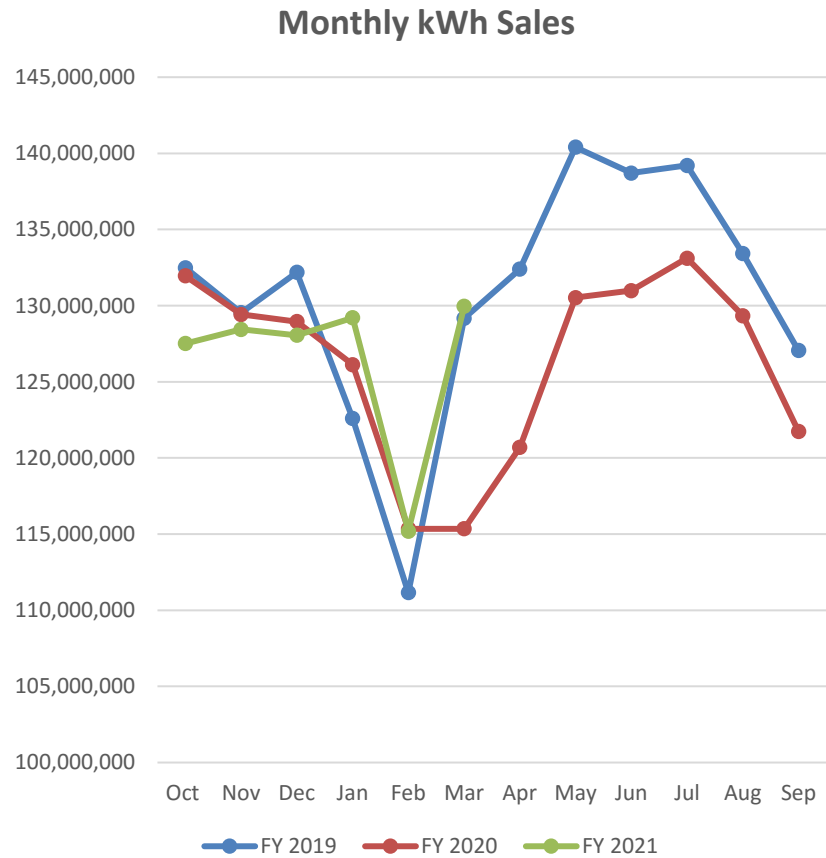


**Net Generation Kwh
thru March 2021**



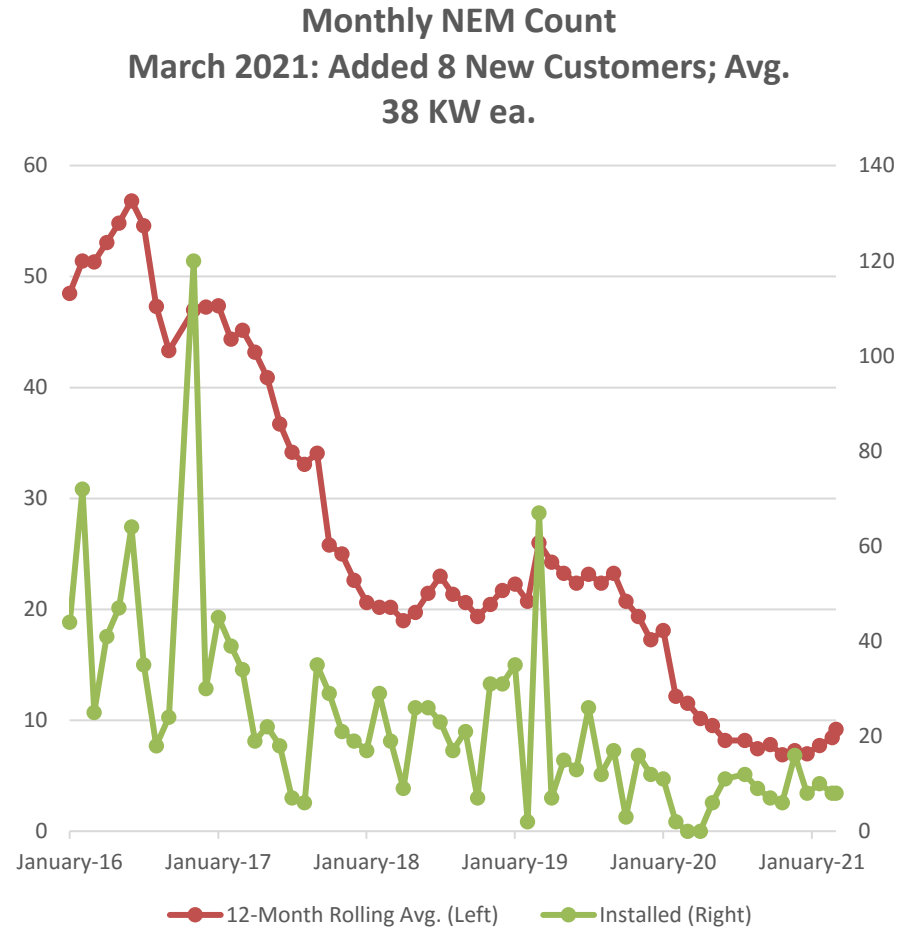
Monthly Sales Profile FY'2019 - FY'2021

3. Sales Profile Thru March 2021:



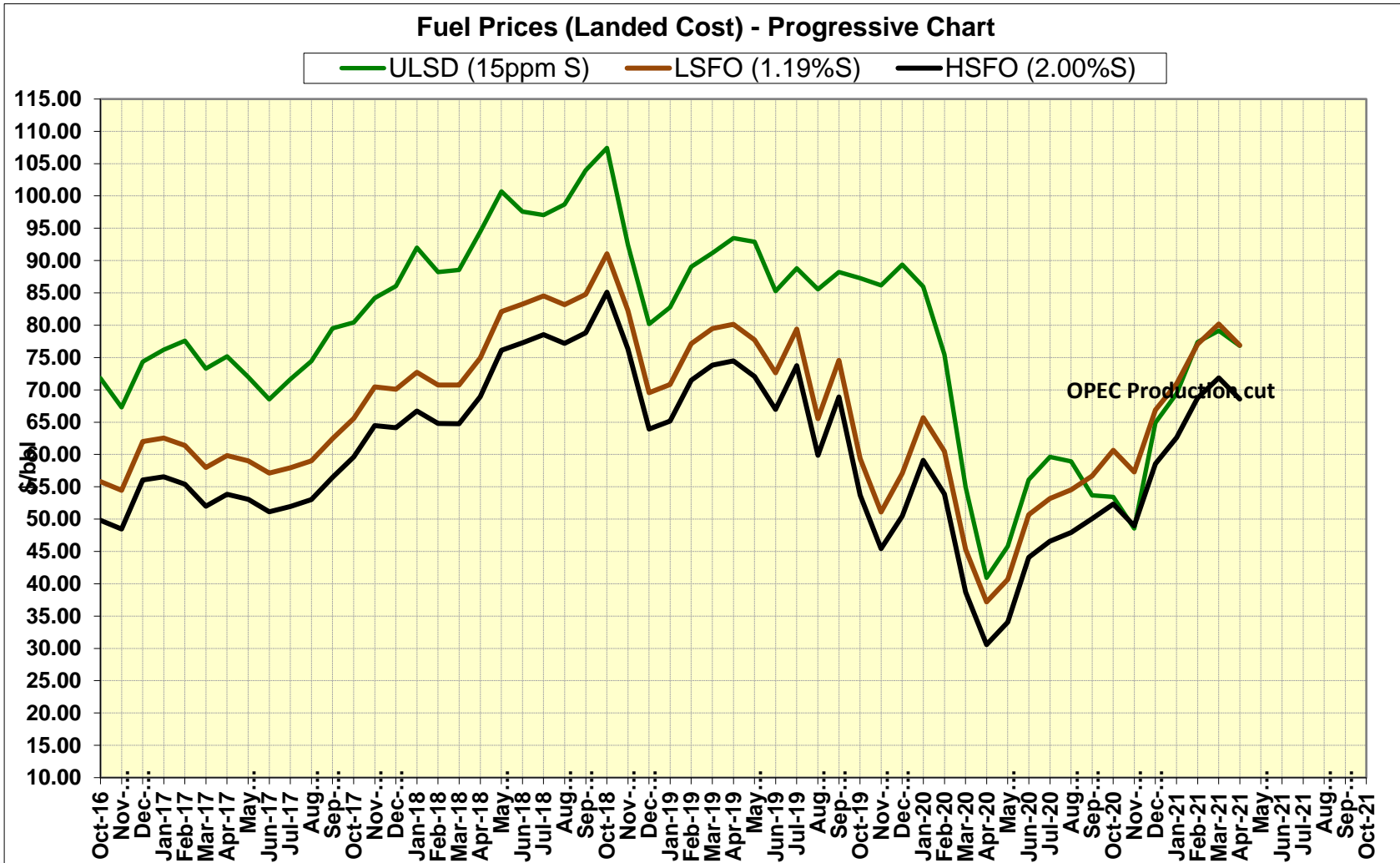
NET METERING

4. Net Metering (NEM) Growth Thru March 2021:



GPA Fuel Landed Cost (Per Barrel) April 15, 2021

5. HSRFO-\$62.59; LSRFO-\$76.92; ULSD-\$76.80



Demand Side Management (DSM)

6

6. DSM Funding:

Description	FY16	FY17	FY18	FY19	FY20	FY21	Total to Date
						Posting Thru 3/31/21	
Regular/OT Pay	\$11,348.80	\$22,256.00	\$26,121.83	\$50,715.19	\$47,402.18	\$84,279.11	\$242,123.11
Other Contractual	\$28,278.50	\$85,550.05	\$116,977.50	\$3,025.00	-	-	\$233,831.05
Ads & Radio Announcements	-	-	-	\$9,000.00	-	-	\$9,000.00
Paid Rebates-Split AC	\$154,700.00	\$557,275.00	\$1,349,825.00	\$1,374,650.00	\$1,468,001.00	\$562,625.00	\$5,467,076.00
Paid Rebates- Central AC	\$3,400.00	\$8,200.00	\$4,400.00	\$6,500.00	\$2,400.00	-	\$24,900.00
Paid Rebates- Washer/Dryer	\$2,800.00	\$7,425.00	\$57,200.00	\$110,800.00	\$91,003.00	\$10,800.00	\$280,028.00
Total Expenses	\$200,527.30	\$680,706.05	\$1,554,524.33	\$1,554,690.19	\$1,608,806.18	\$657,704.11	\$6,256,958.16
Bank Interest (+)	\$1,676.42	\$1,722.74	\$1,222.29	\$730.05	\$439.12	\$139.97	\$5,930.59
Bank Fees	\$155.00	\$1,032.06	\$1,085.08	\$1,247.54	\$1,702.64	\$290.00	\$5,512.32

DSM Ending Balance – LEAC Funds: \$1,234,291.29



Active DSM Application Processing Report

7

7. DSM Rebate Application Report 2019 to 2021:

ACTIVE DSM APPLICATION REPORT¹

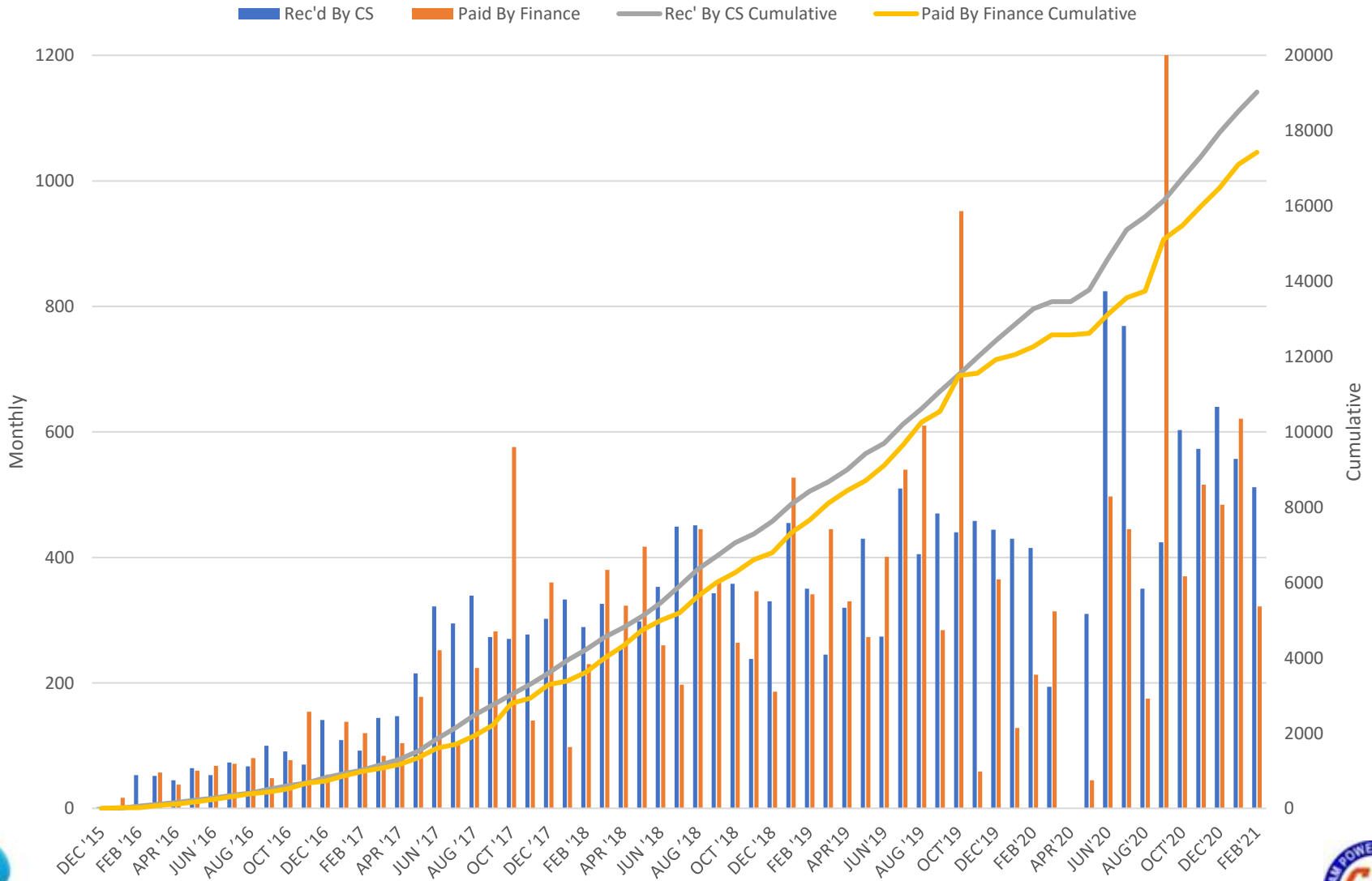
	2019	2020	2021	Total
Total Received²	880	5856	1719	8455
Total Processed (Denied or Paid with Check Date)	861	5684	299	6844
Total ESRP Completed & Pending Payment³	4	88	1364	1456
Total Pending	15	84	56	155

Notes:

1. Based on **Customer Services Received Date** on Application (excludes any returned to CS for discrepancies) **as of 4/8/21**
2. Log is for active applications from Jan 25, 2020 and does not reflect total applications for 2019 or prior.
3. ESRP Completed & Pending Payment numbers include recently processed applications that may be in route or in process by Accounting/Finance. SPORD is working to verify status of older ESRPs pending.
4. SPORD continues to review pending and aged applications with issues.



REBATE APPLICATIONS RECEIVED & REBATES PAID 2015 TO 2021



General Manager's Report (con't)

8. PUC Update:

- Public Hearings for GPA Docket 20-09, "*Petition for Creation of New Energy Storage Rate*" were held on April 13, 14, & 15 in Hagatna, Asan and Dededo respectively. **The docket is on the agenda for PUC meeting on April 29, 2021.**
- GPA Docket 21-09: Petition to Approve Extension for Diesel Fuel No. 2 Supply with Mobil Oil Guam & IP&E - **The docket is on the agenda for PUC Meeting on April 29, 2021**

9. Phase III Renewable Project Update:

- GlidePath filed an appeal in the Superior Court of the OPA's decision which favored a GPA award to Engie for 40 MW of solar with full energy shifting ESS. A recent Scheduling Order calls for limited discovery and briefs filed by the parties. A status conference is set for July 13, 2021 after briefs have been filed, with a hearing on the briefs scheduled for August 5, 2021.

10. Energy Storage System (ESS) Update:

- Commercial Operation of both the Hagatna (24 MW) and the Talofofo (16 MW) Energy Storage System Batteries began on **March 1, 2021**. The ESS has already begun showing benefits including a substantially more stable system reducing under-frequency outages.
- The ESS ribbon cutting ceremony at the GPA Hagatna Substation is being schedule for Friday, May 14th at 10:00am. This would allow opportunity for CCU, PUC and others to view the Energy Storage Facilities, GPA's first ever battery storage system.
- **Please see the attached presentation detailing the performance of the ESS system in March 2021.**





Energy Storage System Update Performance During March 2021

April 2021



What is an Energy Storage System (ESS)?

- A system of devices that enables electricity to be saved so that it can be used at a later time or for another purpose
- ESS Benefits
 - Enables clean energy (renewable energy integration)
 - Improves system reliability (frequency regulation/spinning reserve)
 - Reduces costs by displacing expensive diesel fuel use during peak hours (peak-shifting)



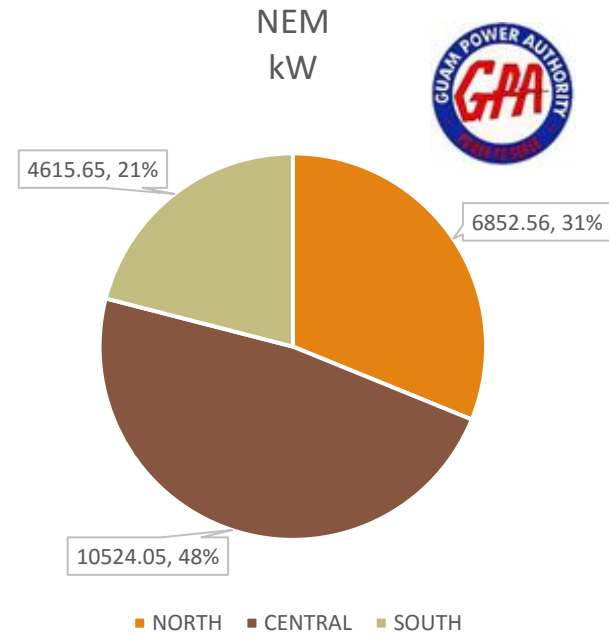
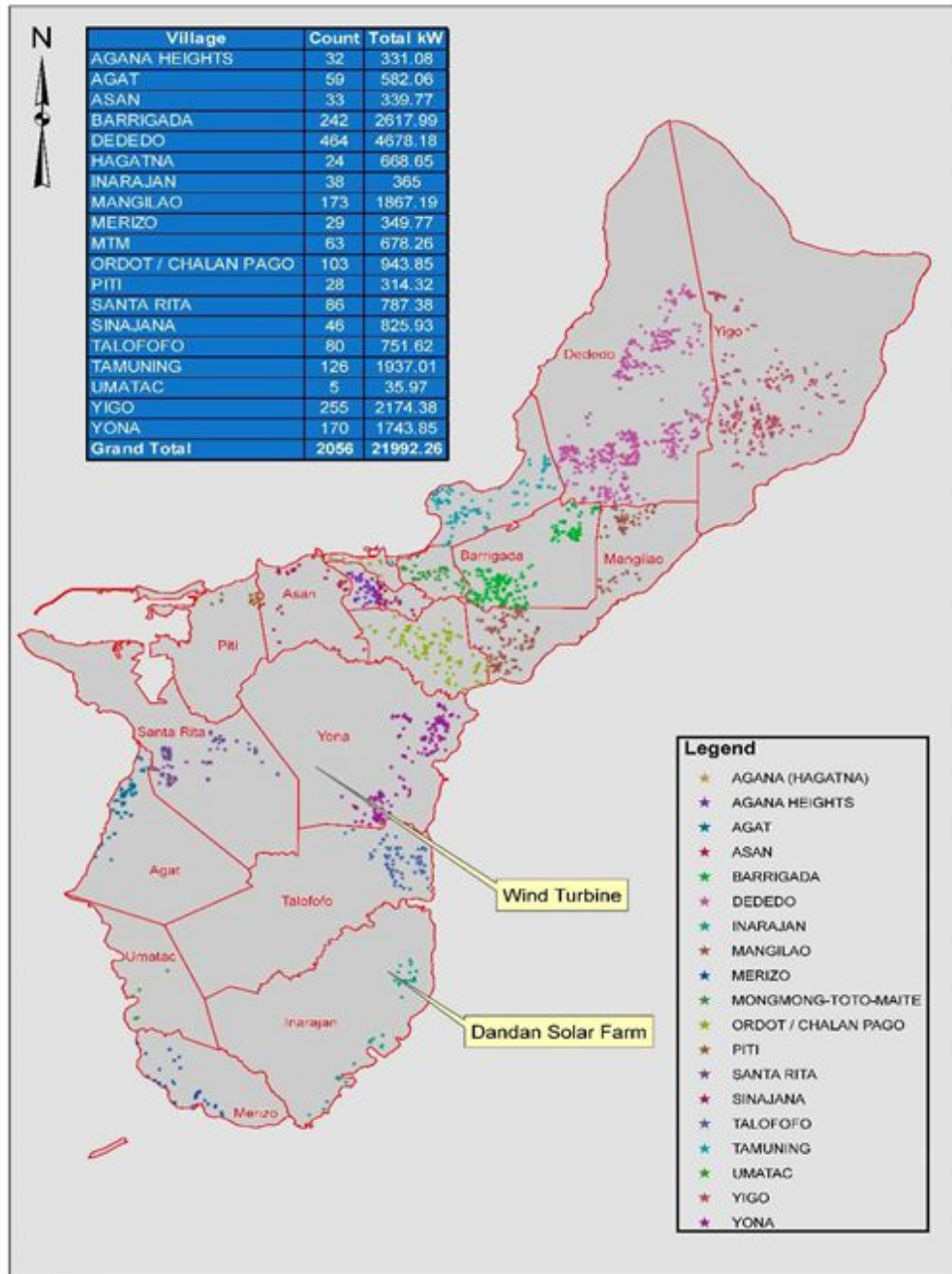
GPA's ESS Project

- Commissioned and fully operational as of March 1, 2021
- Commissioned to address and minimize short term outages caused by the trip of conventional generating capacity and the trips caused by Solar PV systems which provide intermittent power supply.
- Commissioned to reduce spinning reserve cost
- Utility-scale, Battery Energy Storage Systems (BESS)
- Designed and constructed by LG CNS
- Two sites:
 - Agana Substation
 - Talofofo Substation



O&M Contract

- 25-year O&M contract with LG CNS
- 20-year warranty
 - 95% minimum availability
 - 85% minimum AC-AC round-trip efficiency
 - Agana ESS: Frequency regulation within 60 ± 0.15 Hz with 95% success rate
 - Talofofo ESS: Solar farm ramp-rate control within 250 kW/min with 97% success rate
 - 0.25% annual degradation allowed



	Count	kW
NORTH	35%	31%
CENTRAL	42%	48%
SOUTH	23%	21%

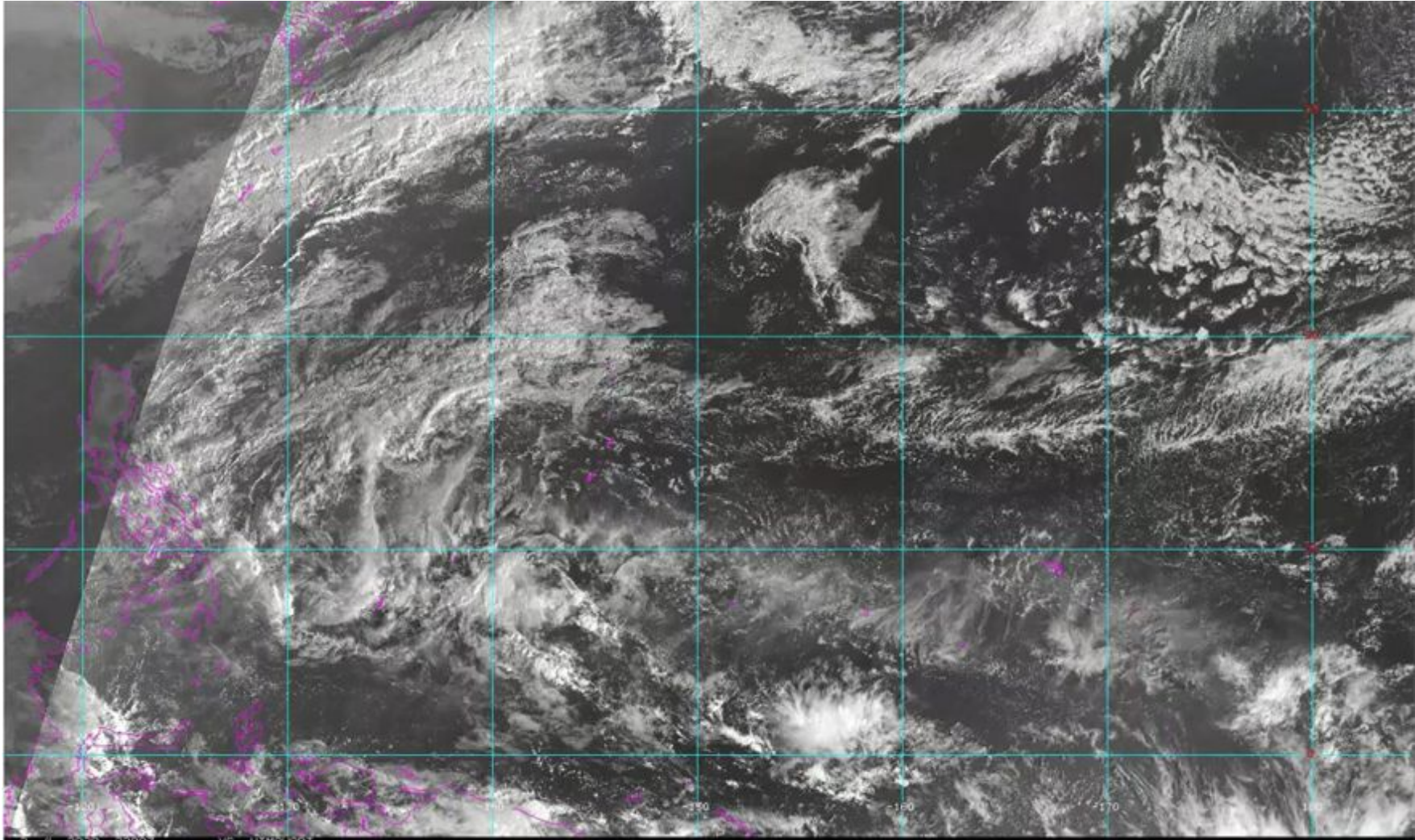
NORTH	Dededo	CENTRAL Agana Hts
NORTH	Yigo	CENTRAL Asan
SOUTH	Agat	CENTRAL Barrigada
SOUTH	Inarajan	CENTRAL Hagatna
SOUTH	Merizo	CENTRAL Mangilao
SOUTH	Santa Rita	CENTRAL MTM
SOUTH	Talofof	CENTRAL O/CP
SOUTH	Umatac	CENTRAL Piti
SOUTH	Yona	CENTRAL Sinajana
SOUTH		CENTRAL Tamuning



Guam Power Authority
Net Metering Locations

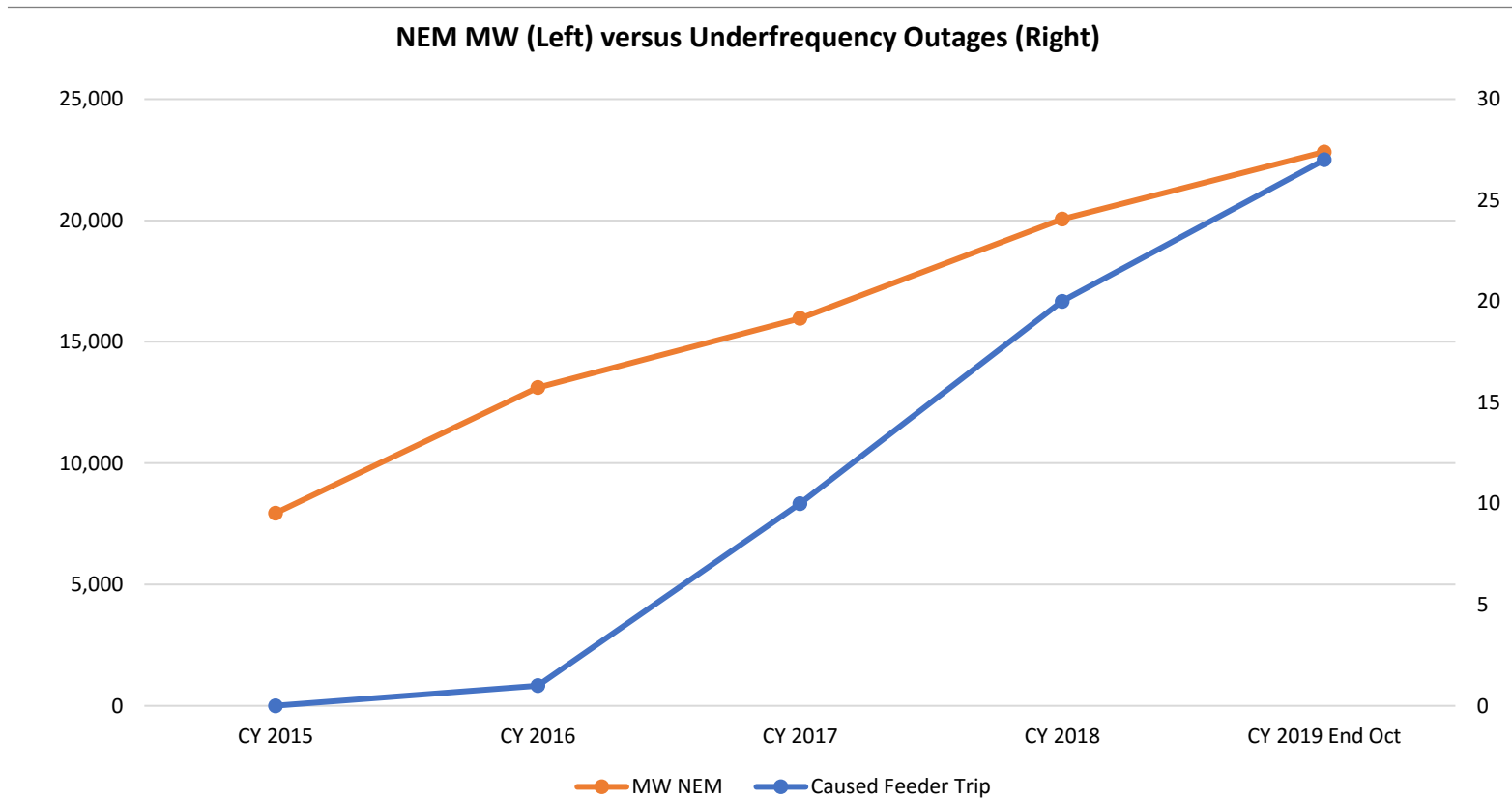
Document Path: C:\Users\mgro\Desktop\Map Reports\Net Metering\Net.mxd

IMMEDIATE OUTPUT DECREASE FROM CLOUD COVER



ENSURING SYSTEM RELIABILITY

Continued NEM Growth Without Batteries Will Significantly Degradе Reliability



Solution: Future NEM Customers Install Batteries





Agana ESS

- Lithium-ion Battery Energy Storage System
- BESS Size
 - 24 MW / 6 MWh
 - Discharge or charge at constant 24 MW full capacity for 15 minutes at full state of charge
- Control Functions
 - Frequency Regulation
 - Spinning Reserve

Energy Storage - 24 MW ESS Agana





Talofofo ESS

- Lithium-ion Battery Energy Storage System
- BESS Size
 - 16 MW / 16 MWh
 - Discharge or charge at constant 16 MW full capacity for 1 hour at full state of charge
- Control Function
 - Ramp-Rate Control for Dandan Solar Farm

Energy Storage - *16 MW ESS Talofoyo*

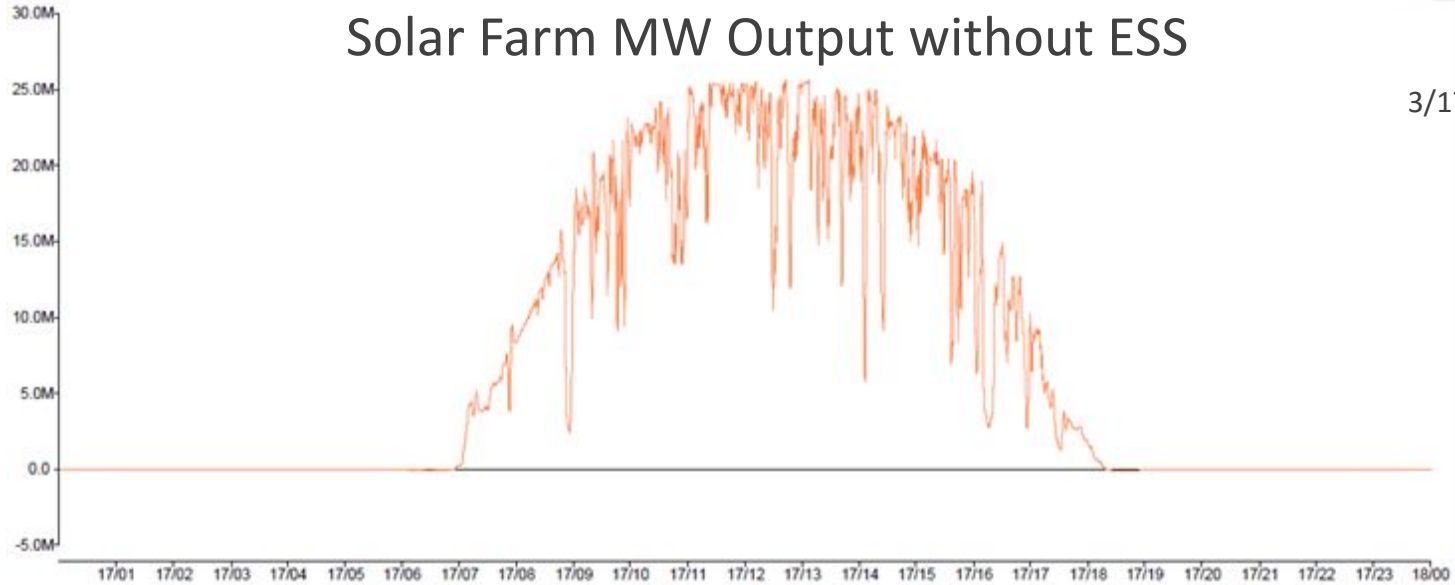




Talofofu ESS PV Ramp-Rate Control

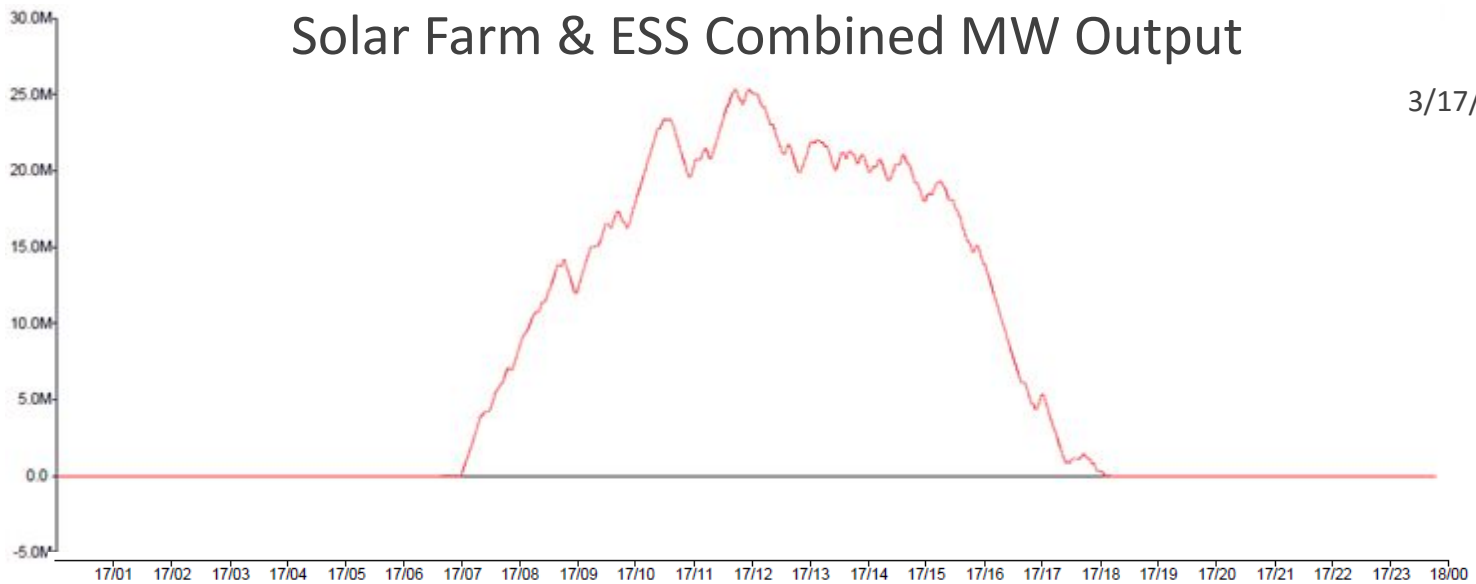
Solar Farm MW Output without ESS

3/17/21

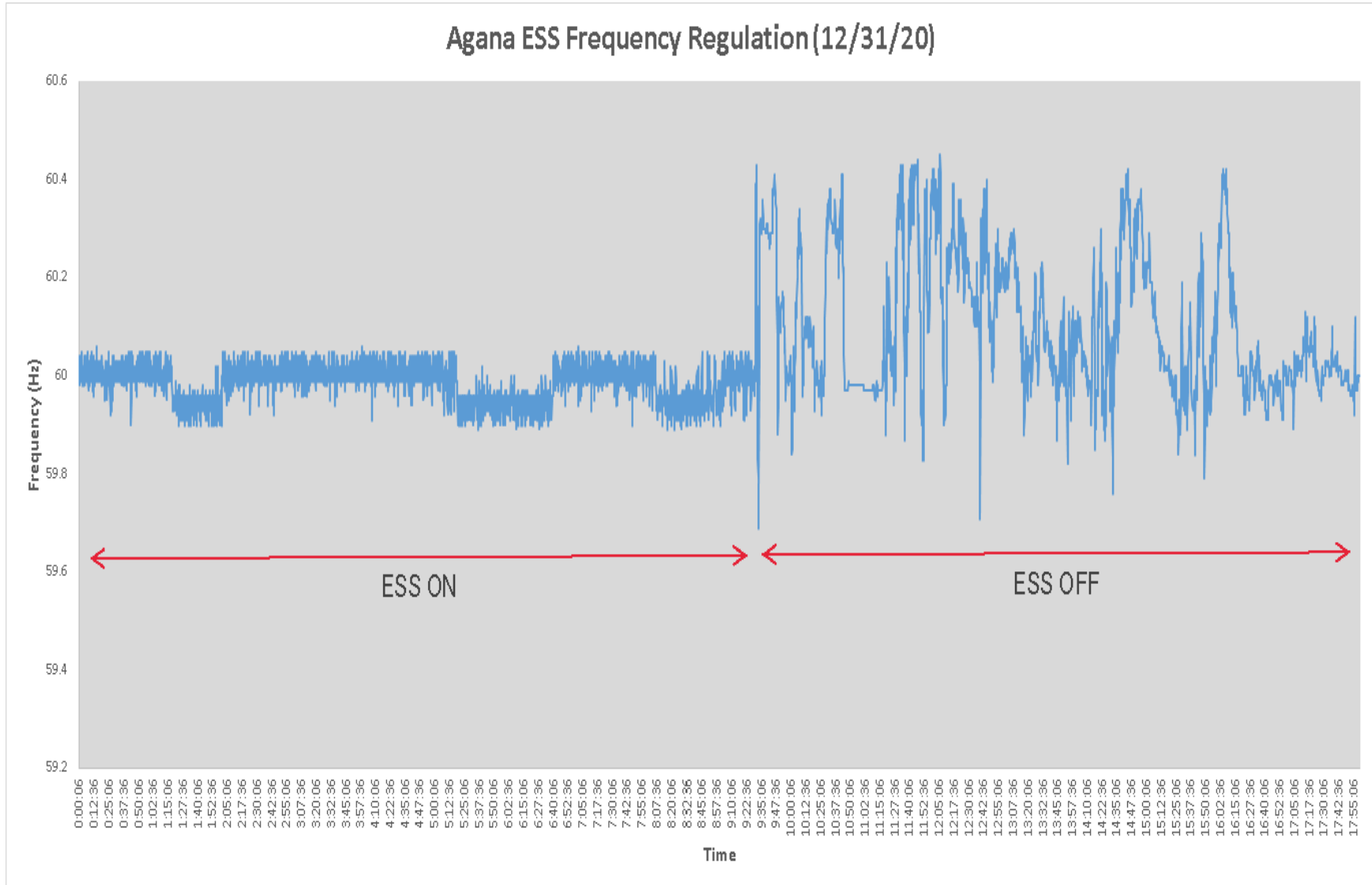


Solar Farm & ESS Combined MW Output

3/17/21

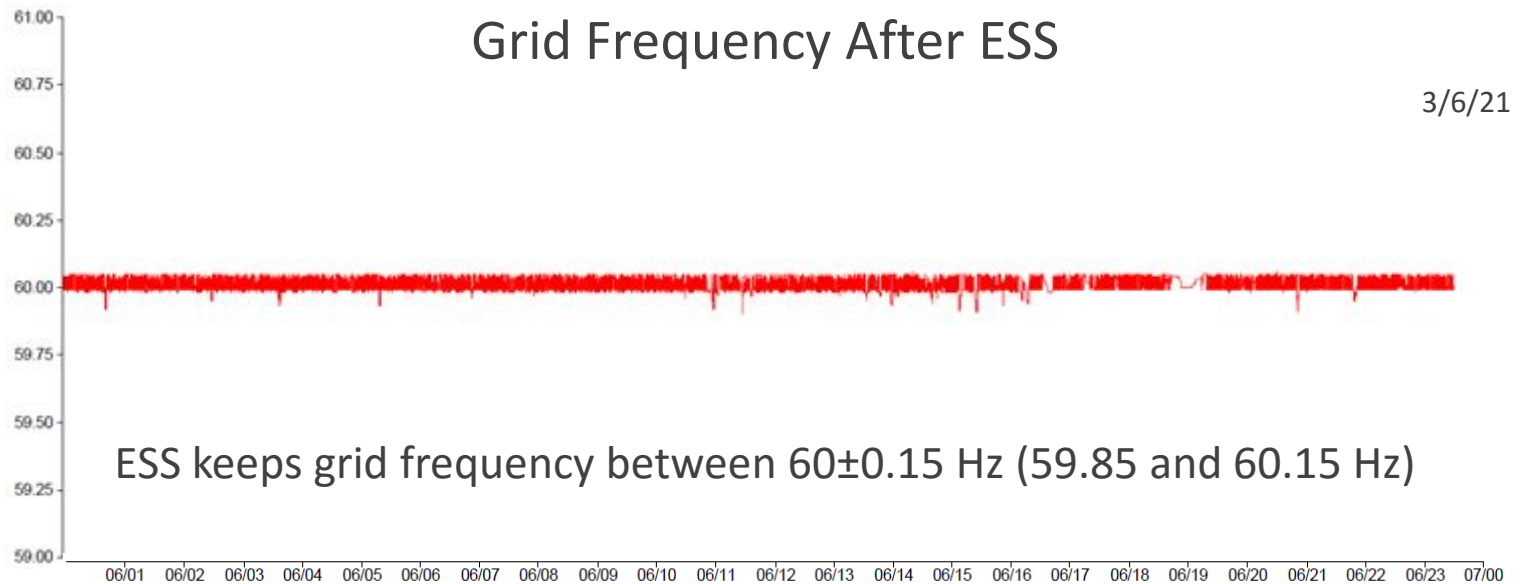
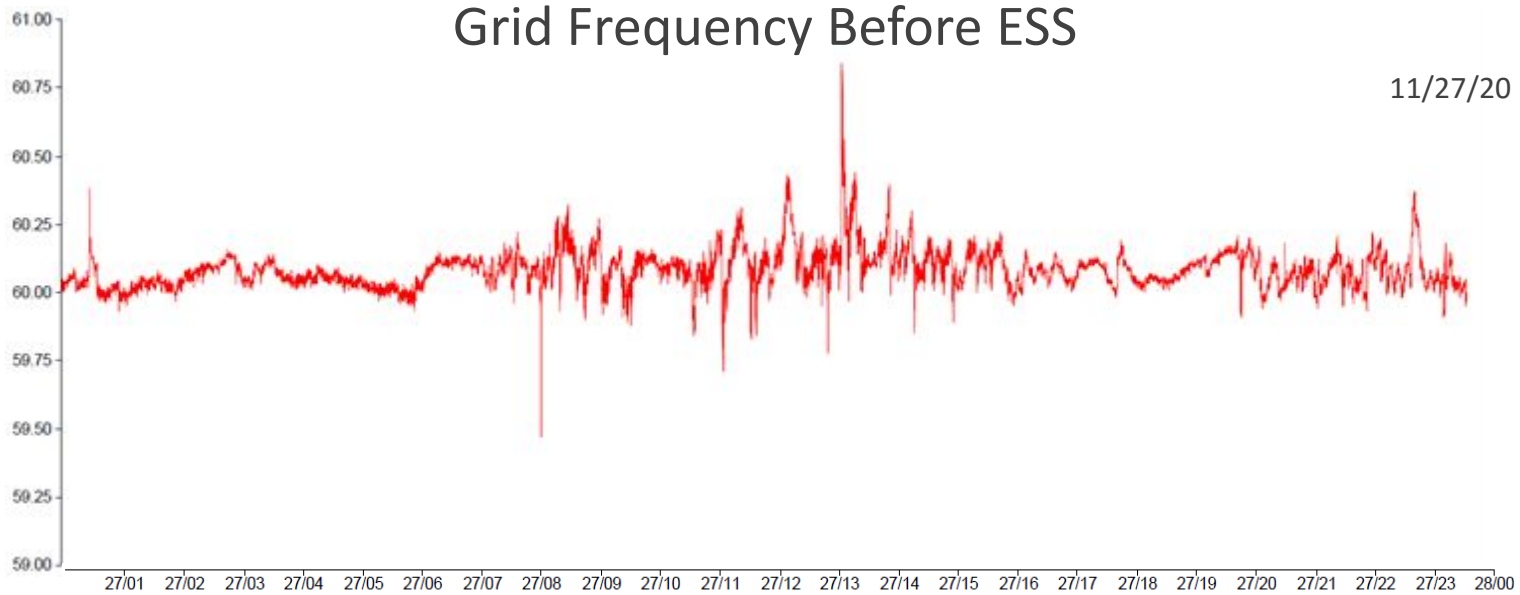


ESS Frequency Regulation Performance





Agana ESS Frequency Regulation

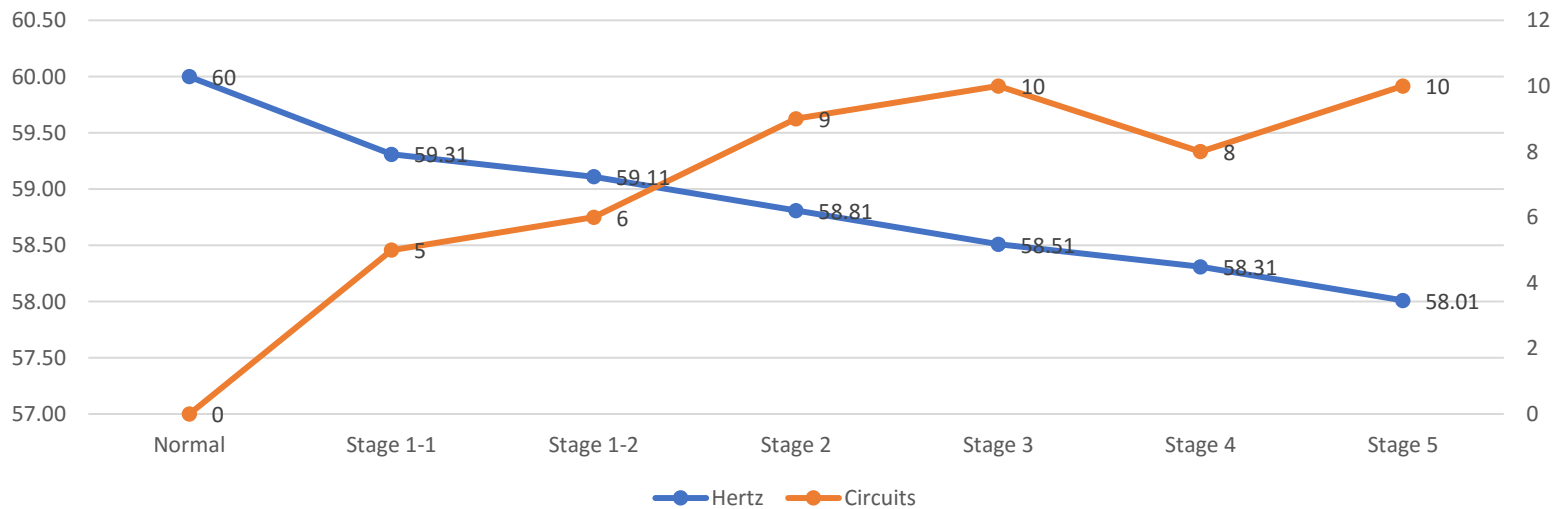


Underfrequency Load Shedding (UFLS)

UFLS is used to avoid island-wide blackout & protect the grid

Frequency	Hertz	Circuits	Min MW	Max MW	Min Cumulative MW	Max Cumulative MW	% of Peak MW
Normal	60	0	0		0	0	0.0%
Stage 1-1	59.31	5	8.17	11.48	8.17	11.48	4.5%
Stage 1-2	59.11	6	8.75	25.08	16.92	36.56	14.3%
Stage 2	58.81	9	17.28	23.78	34.2	60.34	23.6%
Stage 3	58.51	10	18.83	23.07	53.03	83.41	32.6%
Stage 4	58.31	8	16.09	23	69.12	106.41	41.6%
Stage 5	58.01	10	16.36	23.65	85.48	130.06	50.8%

System Underfrequency Load Shedding





Agana ESS Spinning Reserve

ESS provided significant reduction in customer outages upon commissioning on March 1, 2021

- Solar PV dropped, at least 15MW, 29 times in March 2021
- Loss of Piti 8&9 on March 1st, 2021 resulted in limited outages of 5 circuits compared to as much as 21 circuits in past events (see below)

Date	Unit(s) Tripped	Agana ESS Status	Feeders Tripped
2021 Mar 01	Piti 8&9	Online	5
2021 Jan 16	Piti 8	Offline	14
2021 Jan 15	Piti 8&9	Offline	11
2020 Jan 11	Piti 8	Offline	21
2020 Nov 09	Piti 8	Offline	14
2020 Oct 24	Piti 8	Offline	20





Conclusion

Agana and Talofofo Energy Storage Systems:

- Improved power reliability
- Improved Power Quality
- Reduced environmental impacts
- Increased customer satisfaction
- Saving fuel cost

General Manager's Report (con't)

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11. Key Issues - GPA Integrated Resource Plan (IRP):

The IRP process integrates stakeholders to review and discuss the assumptions, results and recommendations presented during the IRP development. GPA initiated the 2021 Integrated Resource Plan with a virtual Stakeholder Kickoff Meeting held in January 2021. Participants included representatives from Navy, Mayor's Council, University of Guam and Red Cross. The 2nd Stakeholder meeting was held on March 26, 2021. The next stakeholder meeting will be held on May 21, 2021. The two Stakeholder meetings focused on the following key issues:

January 2021:

- 1) Strategic Issues
- 2) Assumptions & Input
- 3) Existing Supply Side Resources
- 4) Projects and Programs on the Horizon
- 5) Next Steps

March 2021:

- 1) Summary of Regulations and Orders Changing GPA Operations
- 2) Energy Storage Update
- 3) GPA's Forecasted Load
- 4) GPA New Resource Projects and Demand Side Management
- 5) New Resource Options
- 6) Generation System Reliability Preliminary Analysis
- 7) Transmission & Distribution System Study



General Manager's Report (cont'd)

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12. New Power Plant Update:

- Next update to be provided in the May CCU Meeting.

13. GPA Electric Vehicle (EV) Transferred to the University of Guam-Center for Island Sustainability

- On April 16, 2021 GPA furnished one (1) Nissan Leaf all-electric vehicle to the University of Guam (UOG) Center for Island Sustainability (CIS).
- GPA initiated its electric vehicle trial fleet expansion in 2017.
- UOG will showcase GPA's all-electric vehicle to help educate and engage the island community on the benefits of vehicle electrification.

14. COVID-19 Vaccinations:

- ~292 (61%) GPA Employees are vaccinated.
 - Includes full-time and temporary employees, apprentices, etc.

15. Generation KPIs:

- The following graphs show updated information through March 2021:

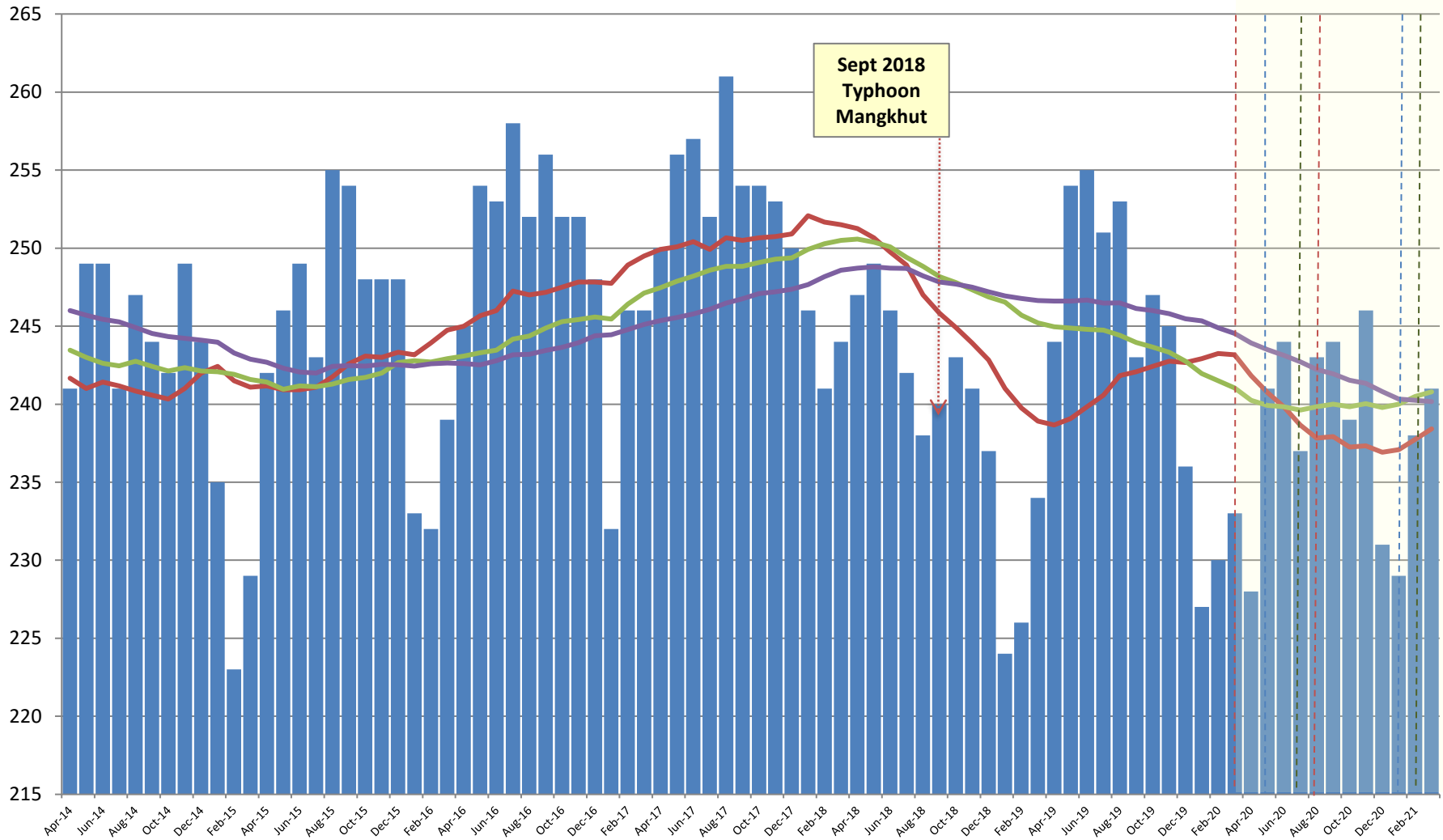


Historical Monthly Peak Demand April 2014 - March 2021

COVID 19 Pandemic

- PCOR1 - Mar 15, 2020
- PCOR2 - May 10, 2020
- PCOR3 - Jul 20, 2020
- PCOR1 - Aug 16, 2020
- PCOR2 - Jan 18, 2021
- PCOR3 - Feb 22, 2021

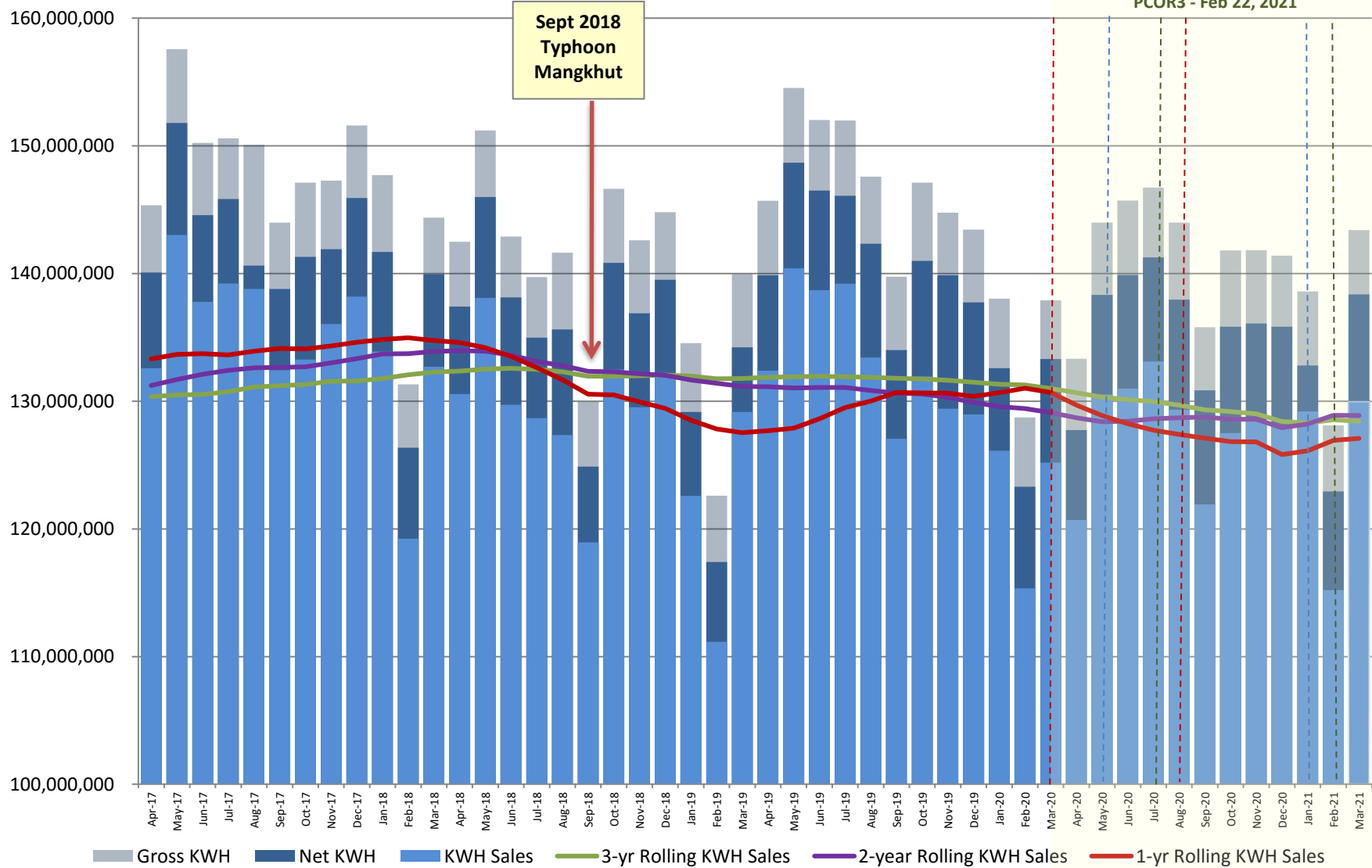
- Peak Demand
- 12-month Rolling Average
- 2-year Rolling Average
- 3-year Rolling Average



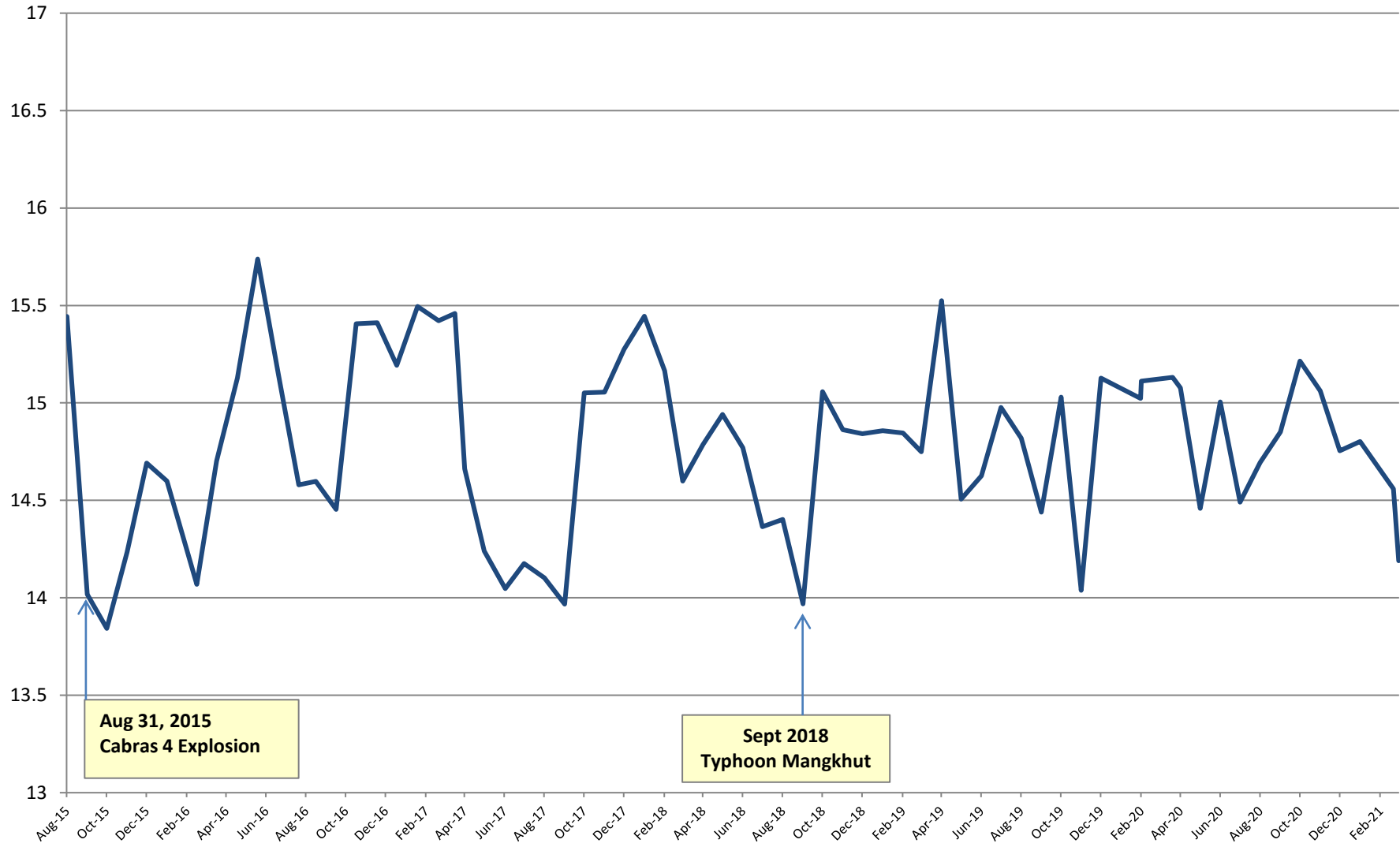
Historical KWH Sales April 2017 - March 2021

COVID 19 Pandemic

- PCOR1 - Mar 15, 2020
- PCOR2 - May 10, 2020
- PCOR3 - Jul 20, 2020
- PCOR1 - Aug 16, 2020
- PCOR 2- Jan 18, 2021
- PCOR3 - Feb 22, 2021



SYSTEM GROSS HEAT RATE (KWH/Gal) Aug 2015 - Mar 2021



Gross and Net Generation (KWH) April 2017 - March 2021

COVID 19 Pandemic

PCOR1 - Mar 15, 2020

PCOR2 - May 10, 2020

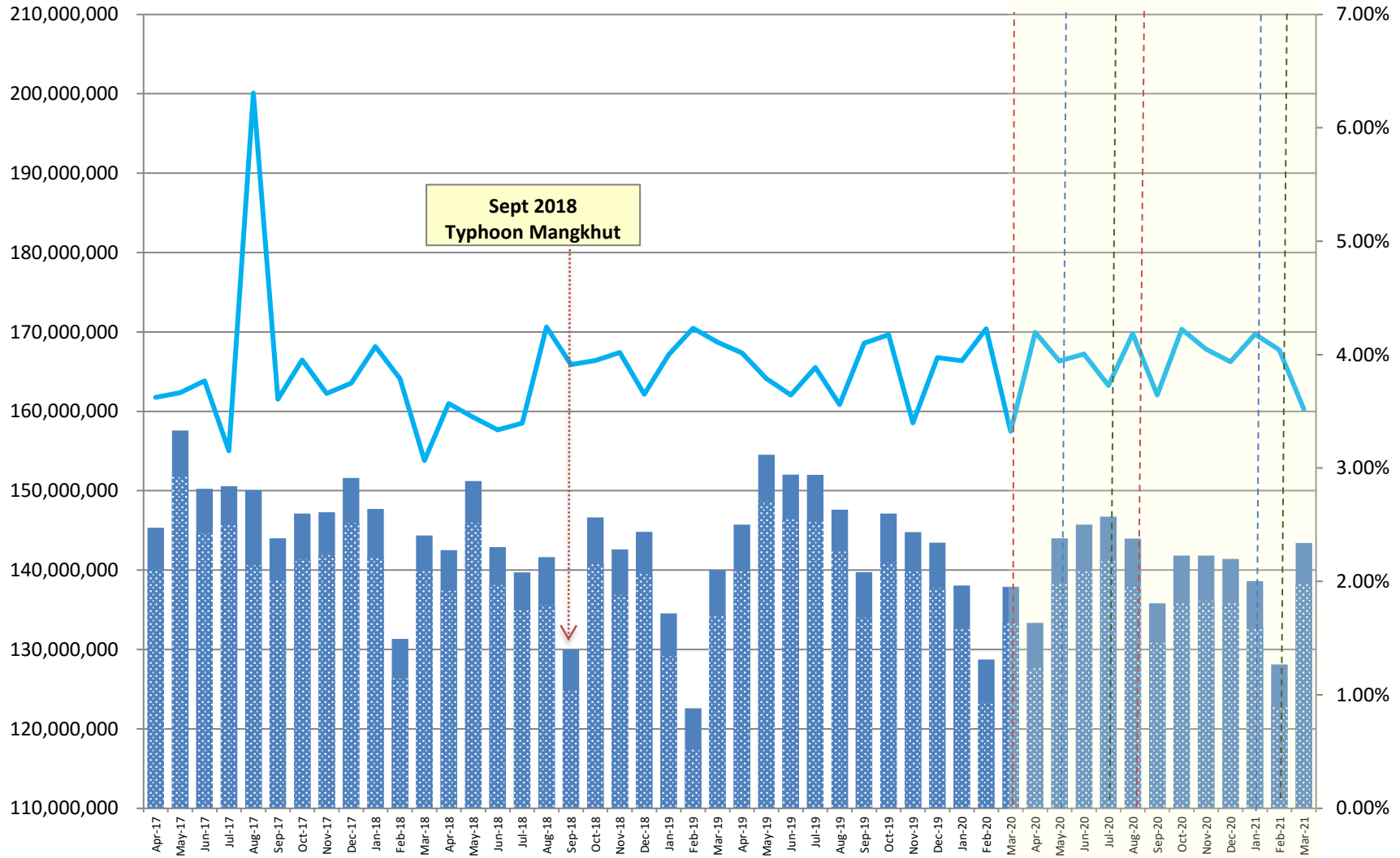
PCOR3 - Jul 20, 2020

PCOR1 - Aug 16, 2020

PCOR 2- Jan 18, 2021

PCOR3 - Feb 22, 2021

Gross KWH Net KWH % Station Use



Fuel Cargo and Fuel Consumption Costs (\$/bbl) April 2017 - March 2021

COVID 19 Pandemic

PCOR1 - Mar 15, 2020

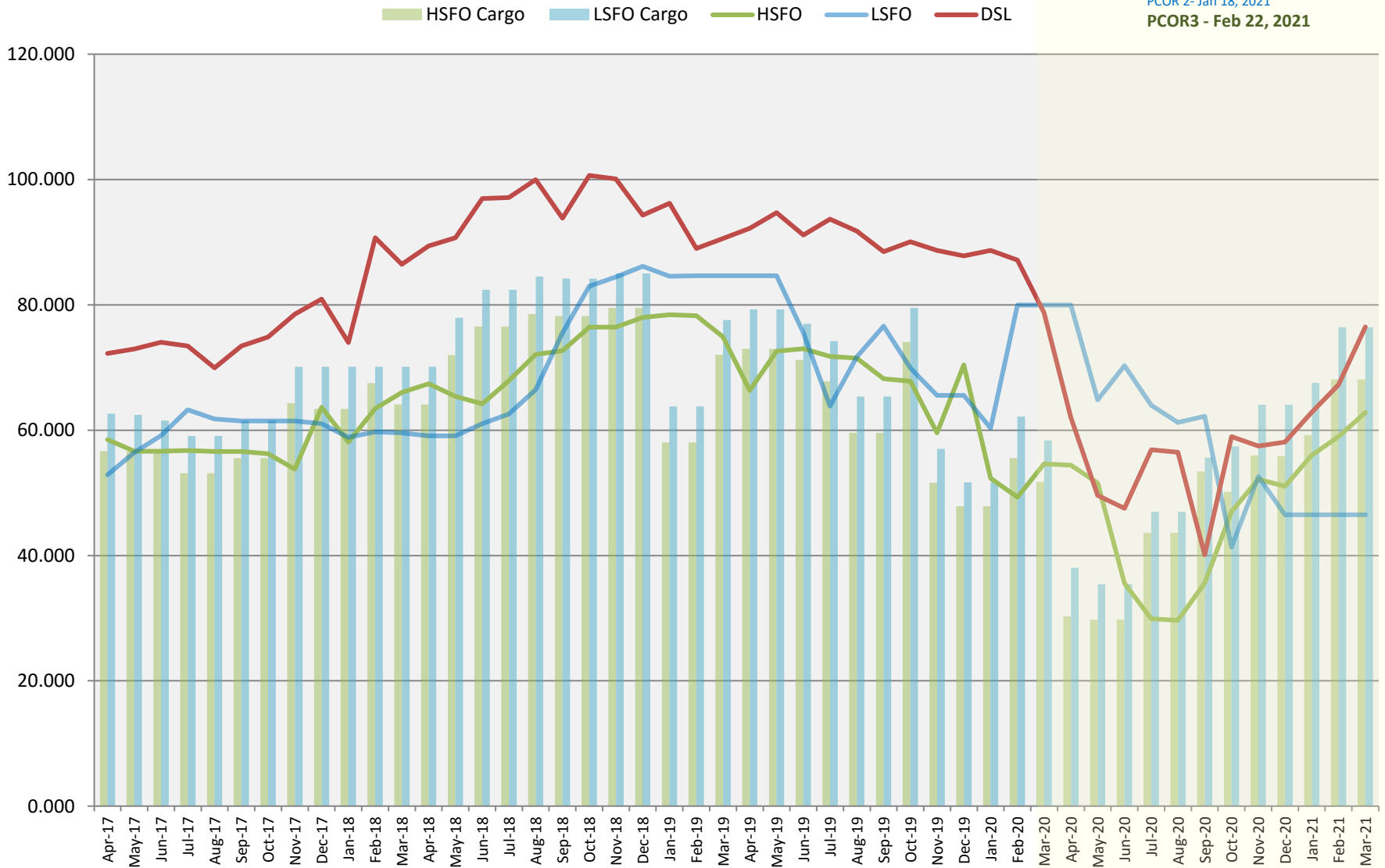
PCOR2 - May 10, 2020

PCOR3 - Jul 20, 2020

PCOR1 - Aug 16, 2020

PCOR 2 - Jan 18, 2021

PCOR3 - Feb 22, 2021



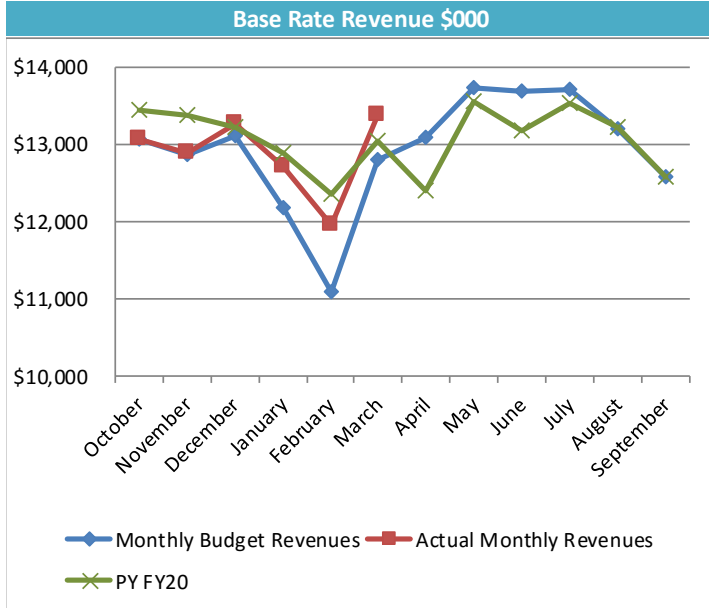
CFO

FINANCIAL HIGHLIGHTS

March 2021

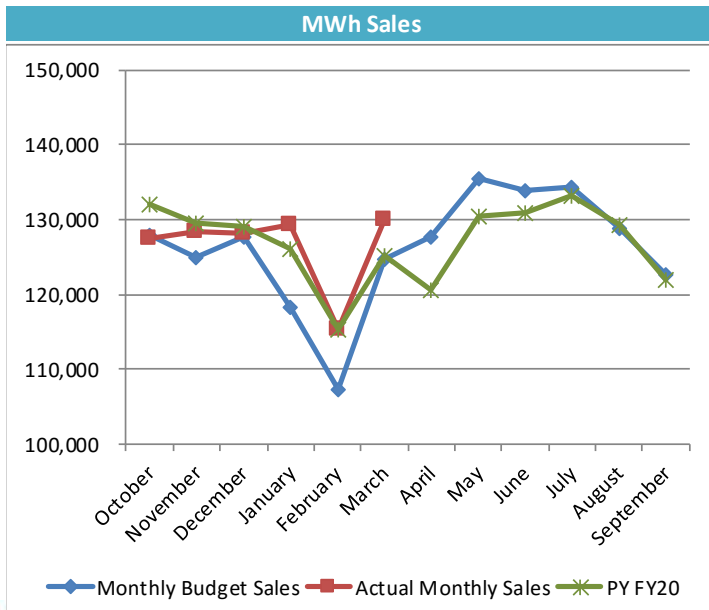


March 2021 Monthly Financial Highlights



Through March 31, 2021

	Monthly Budget \$000	Actual Monthly Revenues	Variance		PY FY20	CY vs PY Variance	
October	\$ 13,064	\$ 13,053	\$ (11)	↓	\$ 13,440	\$ (386)	↓
November	12,857	12,869	12	↑	13,358	(489)	↓
December	13,106	13,254	148	↑	13,216	38	↑
January	12,174	12,712	538	↑	12,888	(176)	↓
February	11,078	11,954	876	↑	12,357	(403)	↓
March	12,780	13,357	577	↑	13,039	318	↑
April	13,085				12,385		
May	13,712				13,550		
June	13,682				13,176		
July	13,708				13,514		
August	13,180				13,220		
September	12,574				12,567		
Total	\$ 155,000	\$ 77,199	\$ 2,141		\$ 156,709	\$ (1,099)	

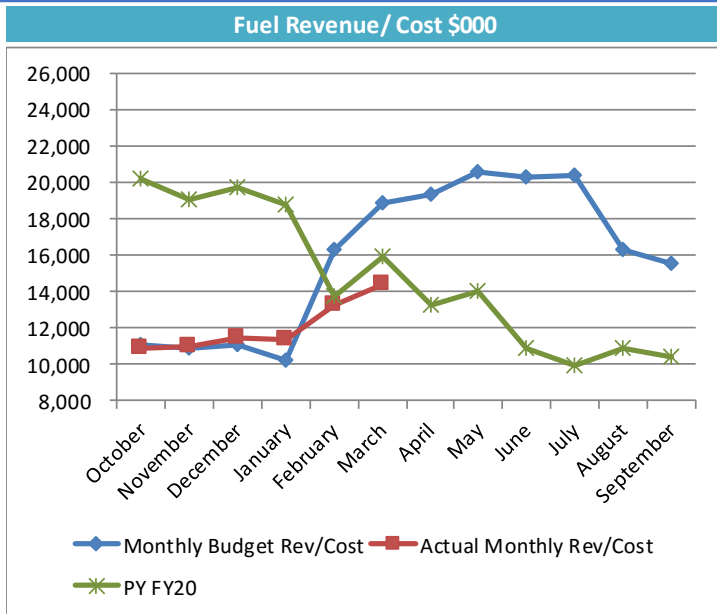


Through March 31, 2021

	Monthly Budget mwh	Actual Monthly Sales	Variance		PY FY20	CY vs PY Variance	
October	127,852	127,515	(337)	↓	131,953	(4,438)	↓
November	125,004	128,440	3,437	↑	129,421	(981)	↓
December	127,563	128,053	489	↑	128,958	(905)	↓
January	118,299	129,208	10,909	↑	126,130	3,078	↑
February	107,268	115,199	7,930	↑	115,346	(147)	↓
March	124,649	129,958	5,309	↑	125,185	4,773	↑
April	127,762				120,688		
May	135,527				130,531		
June	133,849				130,987		
July	134,332				133,116		
August	128,752				129,337		
September	122,569				121,927		
Total	1,513,426	758,373	27,738		1,523,579	1,380	

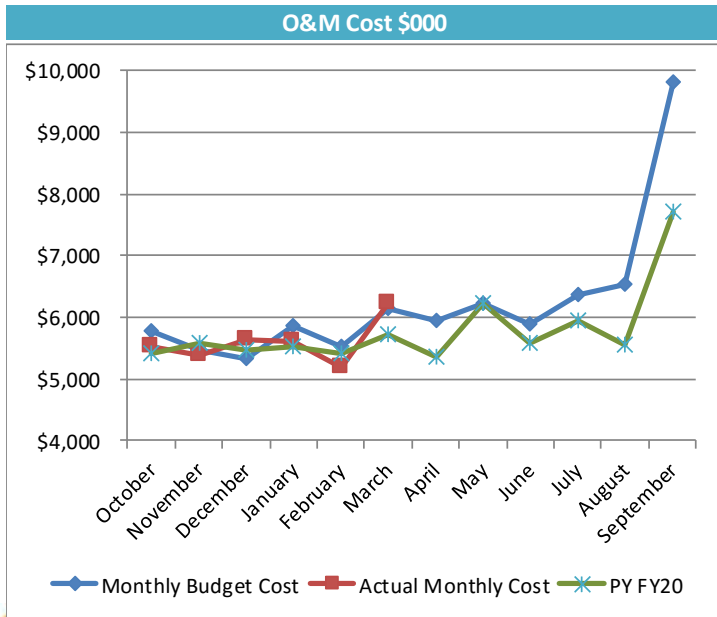


March 2021 Monthly Financial Highlights (Continued)



Through March 31, 2021

	Monthly Budget \$000	Actual Monthly Rev/Cost	Variance		PY FY20	CY vs PY Variance	
October	11,098	10,910	\$ (187)	↓	\$ 20,165	\$ (9,255)	↓
November	10,850	10,984	\$ 134	↑	19,088	\$ (8,104)	↓
December	11,072	11,435	\$ 362	↑	19,697	\$ (8,262)	↓
January	10,268	11,335	\$ 1,067	↑	18,820	\$ (7,485)	↓
February	16,274	13,241	(3,033)	↓	13,701	(460)	↓
March	18,911	14,442	(4,469)	↓	15,968	(1,526)	↓
April	19,383				13,254		
May	20,561				14,001		
June	20,307				10,867		
July	20,380				9,935		
August	16,352				10,925		
September	15,566				10,438		
Total	\$ 191,023	\$ 72,347	\$ (6,127)		\$ 176,860	\$ (35,093)	



Through March 31, 2021

	Monthly Budget \$000	Actual Monthly Cost	Variance		PY FY20	CY vs PY Variance	
October	\$ 5,790	5,515	275	↑	5,421	(94)	↓
November	5,469	5,389	80	↑	5,572	184	↑
December	5,334	5,645	(311)	↓	5,460	(185)	↓
January	5,857	5,620	237	↑	5,521	(99)	↓
February	5,530	5,193	337	↑	5,417	224	↑
March	6,143	6,231	(88)	↓	5,723	(508)	↓
April	5,956				5,357		
May	6,211				6,215		
June	5,889				5,578		
July	6,363				5,957		
August	6,543				5,539		
September	9,806				7,700		
Total	\$ 74,892	\$ 33,593	\$ 530		\$ 69,461	\$ (479)	

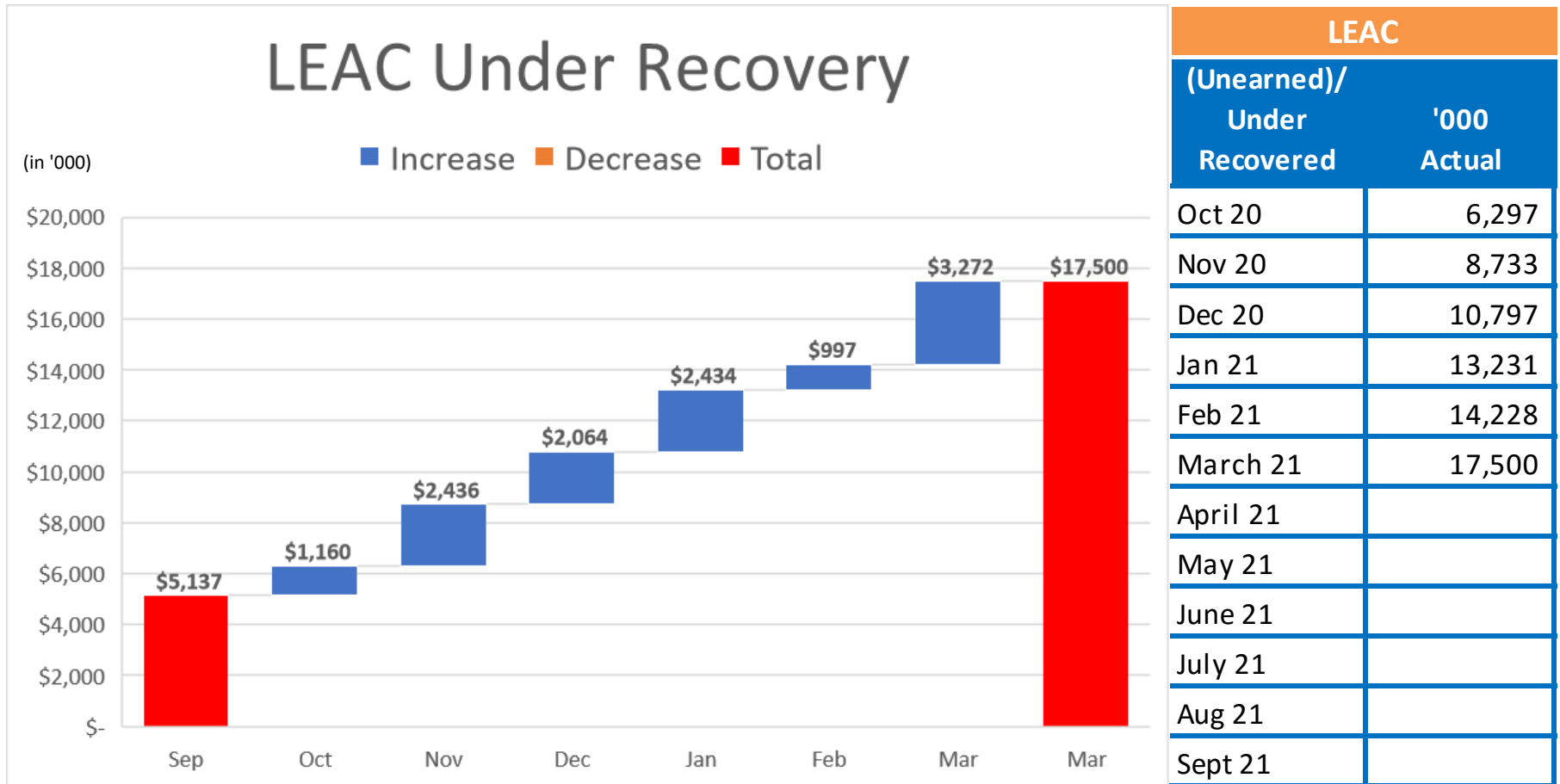


March 2021 Monthly Financial Highlights (Continued)

Through March 31, 2021											
	4Q2018	1Q2019	2Q2019	3Q2019	4Q2019	1Q2020	2Q2020	3Q2020	4Q2020	1Q2021	2Q2021
Residential	43,887	43,920	44,144	44,329	44,479	44,203	44,509	45,069	44,191	44,503	44,575
Commercial	5,261	5,273	5,291	5,303	5,289	5,154	5,352	5,309	5,366	5,301	5,307
Government	1,077	1,090	1,074	1,075	1,070	1,072	1,059	1,061	1,081	1,063	1,060
Streetlights	1,152	1,151	1,152	1,138	1,138	1,135	1,128	1,139	1,132	1,133	1,132
Navy	1	1	1	1	1	1	1	1	1	1	1
Total	51,378	51,435	51,662	51,846	51,977	51,565	52,049	52,579	51,771	52,001	52,075

Debt service coverage (DSC) calculation-indenture	2015	2016	2017	2018	2019	2020	2021
Senior lien coverage	3.62	3.28	2.65	2.53	1.97	1.67	1.68
Aggregate debt service coverage	2.62	3.28	2.65	2.53	1.97	1.67	1.68
Debt service coverage (DSC) calculation-IPP as O&M							
Senior lien coverage	2.56	2.45	1.79	1.65	1.64	1.48	1.58
Aggregate debt service coverage	1.85	2.45	1.79	1.65	1.64	1.48	1.58

March 2021 Monthly Financial Highlights (Continued)



March 2021 Monthly Financial Highlights (Continued)

LEAC Period		Approved LEAC	Actual Over
From	To	Rate	(Under) Recovery
4/1/2012	7/31/2012	\$ 0.192310	\$ (3,040,418)
8/1/2012	1/31/2013	\$ 0.186834	\$ (2,494,052)
2/1/2013	7/31/2013	\$ 0.209271	\$ 1,345,259
8/1/2013	10/31/2013	\$ 0.182054	\$ 1,300,093
2/1/2014	7/31/2014	\$ 0.172986	\$ (1,137,034)
8/1/2014	10/31/2014	\$ 0.176441	\$ (4,646,872)
11/1/2014	1/31/2015	\$ 0.146666	\$ 661,428
2/1/2015	7/31/2015	\$ 0.102054	\$ 1,757,878
8/1/2015	1/31/2016	\$ 0.104871	\$ (2,467,151)
2/1/2016	7/31/2016	\$ 0.086613	\$ (2,668,603)
8/1/2016	1/31/2017	\$ 0.086613	\$ (9,915,360)
			\$ (5,315,360) (a)
2/1/2017	7/31/2017	\$ 0.105051	\$ (14,050,504)
8/1/2017	01/31/1018	\$ 0.117718	\$ (16,775,982)
2/1/2018	4/30/2018	\$ 0.147266	\$ (13,005,689)
5/1/2018	7/31/2018	\$ 0.154242	\$ (8,422,674)
8/1/2018	1/31/2019	\$ 0.154242	\$ (13,336,698)
2/1/2019	7/31/2019	\$ 0.154242	\$ (10,225,349)
8/1/2019	1/31/2020	\$ 0.154242	\$ (2,193,618)
2/1/2020	3/31/2020	\$ 0.134474	\$ (1,803,778)
4/1/2020	5/31/2020	\$ 0.110039	\$ (2,981,023)
6/1/2020	7/31/2020	\$ 0.086800	\$ (3,563,177)
8/1/2020	1/31/2021	\$ 0.086800	\$ (13,230,995)
2/1/2021	7/31/2021	\$ 0.110000	\$ (29,100,991) Estimated



Notes:

(a) Under-recovery Balance after applying the \$4.6 million from the Cabras 3&4 Extra Expense claim



March 2021 Monthly Financial Highlights (Continued)

Date	# Prepaid Customers	Balance in arrear	Payment Plan	Total
July 31, 2020	951	\$ 579,651	\$ 98,276	\$ 677,927
Aug .31, 2020	955	\$ 133,710	\$ 565,383	\$ 699,093
Sept. 30, 2020	996	\$ 360,861	\$ 546,949	\$ 907,810
Oct. 31, 2020	1000	\$ 534,346	\$ 544,028	\$ 1,078,374
Nov. 30, 2020	988	\$ 688,253	\$ 527,062	\$ 1,215,315
Dec. 31, 2020	1002	\$ 802,879	\$ 514,058	\$ 1,316,937
Feb. 1, 2021	976	\$ 820,310	\$ 483,191	\$ 1,303,501
Mar. 31, 2021	970	\$ 328,729	\$ 1,057,390	\$ 1,386,119



E&TS Divisional Report Summary

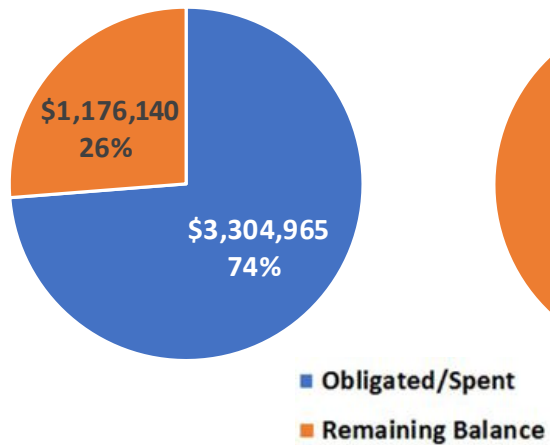
March 31, 2021

Contents

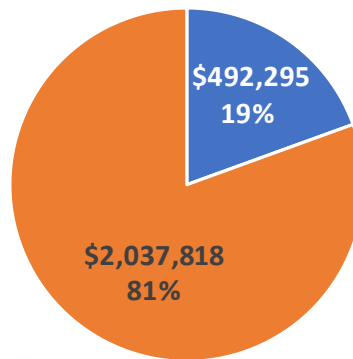
- E&TS Budget Execution Performance
 - O&M Contract Budget
 - CIP Budget
 - DSM Budget
- Environmental Compliance (SPCC and BMP Inspections)

E&TS Budget Execution Performance

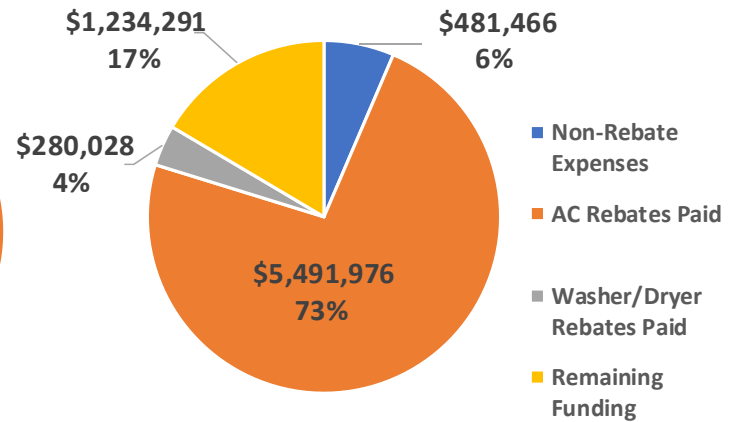
E&TS O&M Contract Budget



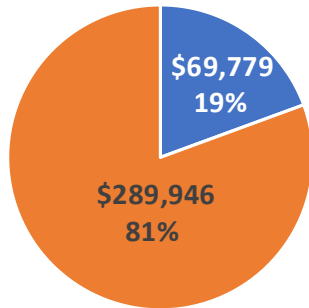
E&TS CIP Budget



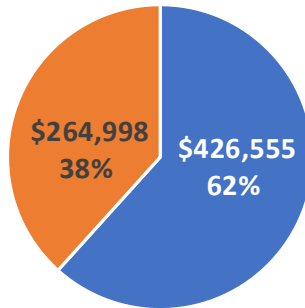
OCT 2016 to MAR 2021 DSM EXPENSE SUMMARY



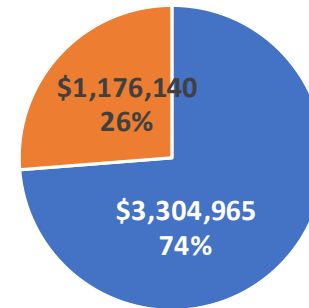
ENG O&M Contract Budget



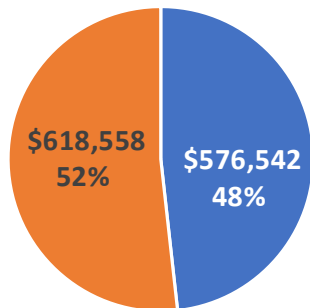
SPORD O&M Contract Budget



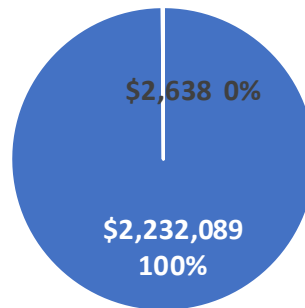
E&TS O&M Contract Budget



P&R O&M Contract Budget

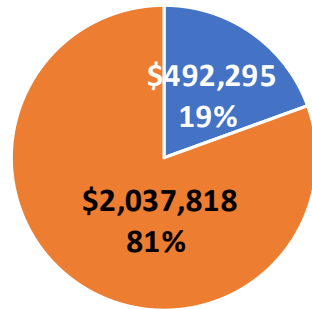


IT O&M Contract Budget

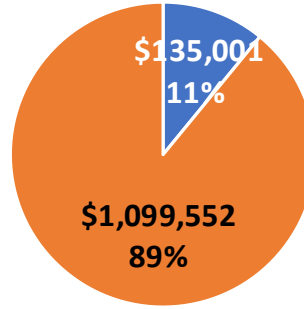


■ Obligated/Spent
■ Remaining Balance

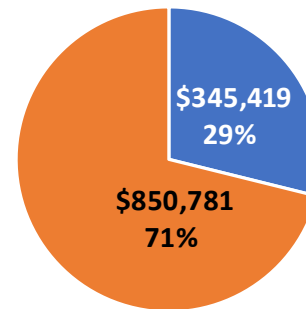
ENG CIP Contract Budget



SPORD CIP Budget



IT CIP Budget



■ Obligated/Spent
■ Remaining Balance

FY 2021 Procurement Status

Business Unit	Current Type					Current Status			Planned			
	RFP	Bid	Multistep Bid	Total	Resolicited	QBL Established	Evaluation Completed	Award/NTP	RFP	Bid	Multistep Bid	Total
SPORD			1	1			6	2	2		6	8
Engineering	3	24		27			7	7	2	10		12
SPORD/Engineering				0			0					0
IT	1		1	2	1				1			1
P&R		2	1	3			1		1	1		2
Total	4	26	3	33	1	0	14	9	6	11	6	23

* Need to verify latest status

Environmental Compliance

P&R Inspections Status Ending March 31, 2021

Inspection Type	Organization Responsibility	Violations Not Remediated	Number
Spill Prevention, Control, and Countermeasure (SPCC)	Generation	New Violation Notifications Issued	2
		Remediations Past Due	9
		Remediations Not Past Due	0
	T&D	New Violation Notifications Issued	0
		Remediations Past Due	0
		Remediations Not Past Due	0
Best Management Practices (BMPs)	Generation	New Violation Notifications Issued	0
		Remediations Past Due	6
		Remediations Not Past Due	0

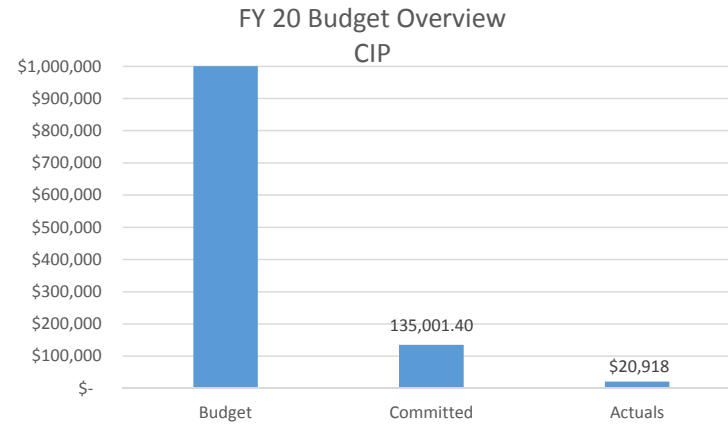
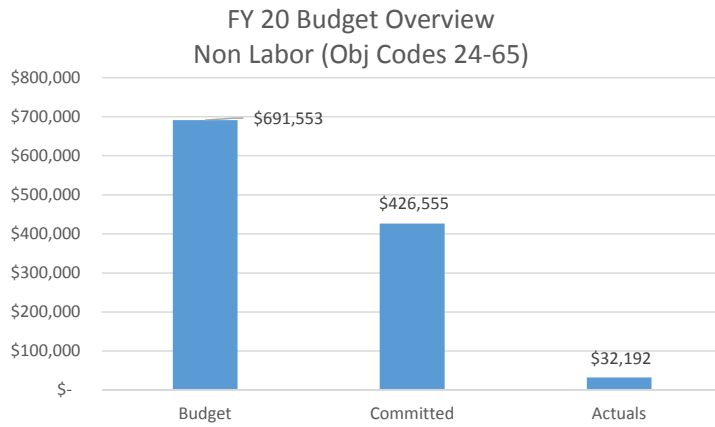
- SPCC rule purpose is to help facilities prevent oil discharges into navigable waters or adjoining shorelines
- BMP refers to a type of auxiliary pollution controls in the fields of industrial wastewater control and municipal sewage control, storm water management, and wetland management

SPORD CCU Report

Update thru March 31, 2021

SPORD FY 2020 Budget Status

thru March 31, 2021



**Excludes DSM & Major Contracts (IPP, PPA, Fuel)*

SPORD FY 2020 Budget Status

- Major Contracts (Non-O&M) thru March 2021

Contract Description	Budgeted Amount	Committed Amount	Actuals	PO Balance
Aggreko Contract	\$ 3,867,541	\$ 3,867,541	\$ 3,867,262	\$ 279
Fuel Contracts	\$ 172,702,457	\$ 170,002,586	\$ 96,464,258	\$ 73,538,329
MEC IPP (Piti 8&9)	\$ 31,096,614	\$ 31,096,614	\$ 11,546,144	\$ 19,550,470
Glidepath Contract (Renewable)	\$ 10,190,073	\$ 10,190,073	\$ 4,104,449	\$ 6,085,624

SPORD FY 2020 Budget Status

Demand Side Management

Description	FY16	FY17	FY18	FY19	FY20	FY21	Total to Date
						Posting Thru 3/31/21	
Regular/OT Pay	\$11,348.80	\$22,256.00	\$26,121.83	\$50,715.19	\$47,402.18	\$84,279.11	\$242,123.11
Other Contractual	\$28,278.50	\$85,550.05	\$116,977.50	\$3,025.00	-		\$233,831.05
Ads & Radio Announcements	-	-	-	\$9,000.00	-		\$9,000.00
Paid Rebates-Split AC	\$154,700.00	\$557,275.00	\$1,349,825.00	\$1,374,650.00	\$1,468,001.00	\$562,625.00	\$5,467,076.00
Paid Rebates-Central AC	\$3,400.00	\$8,200.00	\$4,400.00	\$6,500.00	\$2,400.00		\$24,900.00
Paid Rebates-Washer/Dryer	\$2,800.00	\$7,425.00	\$57,200.00	\$110,800.00	\$91,003.00	\$10,800.00	\$280,028.00
Total Expenses	\$200,527.30	\$680,706.05	\$1,554,524.33	\$1,554,690.19	\$1,608,806.18	\$657,704.11	\$6,256,958.16
Bank Interest (+)	\$1,676.42	\$1,722.74	\$1,222.29	\$730.05	\$439.12	\$139.97	\$5,930.59
Bank Fees	\$155.00	\$1,032.06	\$1,085.08	\$1,247.54	\$1,702.64	\$290.00	\$5,512.32

**Preliminary Data as of 3/31/21*

DSM Ending Balance - LEAC Funds	\$1,234,291.29
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Ongoing Activities

- Contract Performance Management (IPP)
- Generation Fuel Supply & Fuel Farm Management
- DSM Rebate Processing & UESC Program
- Renewables (DOAg MOA, Phase I, II & III Projects)
- Energy Storage System
- New Power Plant
- Smart Grid/Network Support
- Planning Studies (Integrated Resource Plan, Distribution Study)
- Project Management
 - Procurement
 - *March 2021 Project Activities*

PROCUREMENT ACTIVITIES

PENDING AWARD / NTP

Responsible	PROJECT	Description	CCU Date Approved (Resolution No.)	PUC Date Approved (Docket No.)	Projected Start*	Projected Completion	Status
NO AWARDS PENDING							

ONGOING PROCUREMENT

Responsible	PROJECT	Description	Bid or RFP	Bid/RFP No	Announced	Bid Opening / Due	Notes
SPORD (MAT)	RENEWABLES	Renewable Energy Resource Phase III	MS Bid	GPA-007-18	11/16/2017	9/12/2019 (Price)	OPA Released decision in favor of GPA. Protest filed to Supreme Court as of Oct 2020.

DEVELOPING PROCUREMENT

Responsible	PROJECT	Description	Bid or RFP	Projected Start	Projected Completion	Status
SPORD (ANF/MAT)	FUEL	GPA Bulk Fuel Storage Facility PMC	Bid	FY2021	Sep-21	Developing Specifications to convert to PMC
SPORD (ANF)	FUEL	Bulk ULSD Supply	MS Bid	FY2021	May-22	Bid Package Prepared. Pending upper management advise on issuance date for the solicitation.
SPORD (ANF)	FUEL	Diesel Supply to WSD	MS Bid	Jun-21	Mar-21	Bid Package Preparation In Progress.
SPORD (MAT)	RENEWABLES	Phase IV Renewable Resource Acquisition	(TBD)	Jan-20	Jun-21	Scope of Work & Bid Documents currently under AGMETS & SPORD Management review.
SPORD (RAC)	SCADA	Replicated Database	RFP	TBD	TBD	Developing Scope of Work & RFP Documents
SPORD (JTL)	ESS	Standby Generator & Automatic Transfer Switch for Talofoto ESS	RFP	FY 2021	FY 2022	Bid Package Prepared. Plan procurement document submitted to PMM.
SPORD (JTL)	RENEWABLES	Installation of Solar Canopy at Fadian Public Parking Area	(TBD)	FY 2021	FY 2022	Bid Package Prepared. Pending upper management review & amendment of Bid Package to add verbiage for solar Electric Vehicle (EV) charger compatibility or to add additive bid item for solar EV chargers.

GPA Work Session - April 22, 2021 - DIVISION REPORTS

No.	Project Description	March 2021 Activities	Status / Est. Completion	RFP/Bid No
1	Energy Storage System (Phase I)	Full operation and O&M contract commenced on 3/1/21. Remaining punchlist items expected to be completed by 4/30/21.	Apr-21	MS Bid GPA-082-15
2	Renewable Energy Resource Phase II	KEPCO is progressing with interconnection construction and solar / ESS installation work (62,300 of 220,000 PV Panels installed and 8 of 16 Battery Inverters Stations installed.) GPA has approved KEPCO's 119 days COD extension due impact from COVID pandemic. Hanwha's design and construction permit is ongoing. GPA is reviewing submittals for construction material and equipment.	KEPCO PV plant COD is extended from January 21, 2022 to May 20, 2022. Hanwha's COD is extended from Aug 22, 2022 to Dec 22, 2023.	MS Bid GPA-070-16
3	New Power Plant Bid (EPCM)	Progress includes: - KEPCO addressing concerns/comments with USFWS and Dept of Agriculture on biological assessment report. - Guam EPA reviewing the project Environmental Impact Assessment (EIA). - KEPCO finalizng minor air permit application for submittal to Guam EPA. - USEPA, Guam EPA, GWA and GPA and KEPCO teams meet on power plant water discharge. - Additional boring work permitted for the power plant site. - Boring permit submitted for fuel pipeline. GPA working with SHPO on research design required for permit. - ECA amendment signed.	ECA Project COD - Oct. 31, 2022	MS GPA-034-18
4	DSM Marketing	No additional activities this period.	Continuous	
5	DSM Rebate Program	Processed 588 applications for rebates totaling \$150K	Continuous	
6	Wireless Network Expansion	Commenced Southern Expansion Dandan Substation Installation Design - Waiting on Materials for installation Apra Heights Installation Design - Waiting on Materials for installation	Dec-21	GPA-RFP-19-010
			Aug-21	
7	Smartworks MDM and Eportal	E-PORTAL training scheduled for May 2021 Data Migration from Oracle to Postgres Plan (Upgrade to latest version pre-requisite) Upgrade on Existing Test and Production System Planning - IT preparing Servers	May-21	GPA-RFP-19-007
			Aug-21	

GPA Work Session - April 22, 2021 - DIVISION REPORTS

No.	Project Description	March 2021 Activities	Status / Est. Completion	RFP/Bid No
8	GDOE BEST Schools	<p>FY 20 DOI Award Projects:</p> <p>1. Agueda Johnston Middle School LED Lighting Retrofit (\$586,771), Overbudget of \$79,903 available for repurpose. Materials have been ordered.</p> <p>2. Maria Ulloa Elementary School LED Lighting Retrofit (\$522,616), Overbudget of \$607 available for repurpose. Materials have been ordered</p> <p>3. GPA requested for reallocation/reprogram of funds in excess of Ulloa & Johnston schools updated costs (~\$80,480) for Southern High School exterior HPS lighting fixtures to LEDs. Approval pending.</p> <p><i>GPA received Authorization to Proceed from DOI on 9/11/20. Guam DOE signed MOAs for both schools on 3/10/21. Notice to Proceed was provided to Siemens on 3/10/21.</i></p>	<p>Estimated Start: May 2021 Est. Completion: August 2021</p>	GPA-RFP-16-013
9	Supervisory Control and Data Acquisition (SCADA) System	<p>Project Substantially completed</p> <p>Completed OMS and Scada Integration Testing at Vendor Site- IT reviewing Network integration requirements and plan</p> <p>Met with Siemen and Milsoft need more testing on Milsoft side</p>	<p>Feb 2019 (Punchlist items by tentative June 2021 due to COVID)</p>	GPA-066-16
10	Mobile Workforce Management System	<p>CIS integration testing ongoing</p> <p>Integration to Milsoft OMS completed.</p> <p>Street Level Routing Training completed</p>	<p>March '21 (due to COVID delay) to be updated</p>	GPA-RFP-18-013
11	Consulting Services for Smart Grid Analytics Enabled Distribution System Planning, Technical, and Economic Feasibility Studies	<p>System Model preparation ongoing</p> <p>PO updated to a total of 6 Substations</p> <p>Preliminary Report should be completed by June 2021</p>	<p>Continuous</p>	<p>RE-SOLICITATION GPA-RFP-19-002</p>
12	MEC Piti & #8 and #9 - ECA Extension	<p>Contract Extension commenced 12:00 Noon January 29, 2019. (No issues)</p> <p>Review and adjustment of Recapitalization Projects in-progress. (No issues)</p> <p>ULSD Conversion CIP finalized with MEC & BWSC. First Milestone Payment completed 3/3/2021.</p>	<p>IN PROGRESS</p>	<p>(N/A)</p>
13	Cabras 1&2 PMC	<p>New contract commenced. Will assist Generation with contract matters and performance evaluation.</p>	<p>COMPLETED</p>	<p>GPA-035-20</p>
14	EV Infrastructure	<p>Fast charge station scope for Mangilao offices.</p> <p>Developing fast charge station scope for Mangilao offices.</p>	<p>On-Hold</p>	

GPA Work Session - April 22, 2021 - DIVISION REPORTS

No.	Project Description	March 2021 Activities	Status / Est. Completion	RFP/Bid No
15	Renewable Energy Resource Phase III	OPA released decision 9/2020. Protest filed to Superior Court in October 2020. Hearing for oral arguments set for August 2021.	TBD	GPA-007-18
16	Utility Energy Services Contract (UESC)	Continued work with GDOE on Best Schools Program (Grant & Pilot). GPA awarded first task at AAFB to upgrade parking lot lighting (~\$198K). GPA and Anderson have approved material submittals.	Ongoing	
17	GPA Fuel Farm ULSD Pipeline Upgrade	c/o Engineering Project Mgt. Design in progress. Delays due to COVID will move project completion into Summer 2021.	Project Timeline: Estimated Start: Jan 2020 Est. Completion: Summer 2021	IFB GPA-027-19
18	Tk 1934 & Tk1935 API 653 Internal Inspection	c/o Engineering Project Mgt. Implementation in progress. Delays were experienced for Tank 1935 due to COVID however the total project schedule may still be within the projection completion date.	Project Timeline: Estimated Start: Feb 2020 Est. Completion: Dec 2022	IFB GPA-028-19
19	Milsoft Systems Software Services	Upgrade of OMS production planned	Continuous	GPA-RFP-18-003
20	MV90 Integration Services	Server and software Installation Completed, Configuration Ongoing Training Planned on May 2021	Jun-21	GPA-RFP-18-001
21	Grant Support	Continued grant development and execution. 1. Guam Energy Office EnergySmart School Grant (~\$64K) - GPA working with Siemens to schedule audit of 4 schools under this grant. 2. On-site Energy Audits conducted January 25 - 30, 2021. 3. Analysis and final report submitted to GPA on 3/31/2021 4. Energy Management Planning with participants scheduled for April, 2021.	GEO MOA Finalize: Sept '19 Grant Scope Completion: Dec. '21	
22	Redesignation of Cabras-Piti / Guam	AAQM Plan submitted & discussed from 2011-2015. Re-designation received 12/2018. SIP Draft sent to Guam EPA week of 10/21/2019, and acknowledged by USEPA/Guam EPA. Final clarifications and changes made to Control Strategy and SIP Modeling Protocol and submitted by GPA Guam EPA via email and hand delivery of printed copy, week of February 10, 2020. P&R Division closely coordinating with GEPA and USEPA Region 9; awaiting final SIP draft, final decision on AAQM and any other requirement that may be needed from GPA. SIP original completion date was April 2020, but awaiting P&R advise on new deadline from USEPA and Guam EPA.	Start: October 2011 Est. Completion: TBD	RFP-11-001
23	GPA Fuel Farm- OWS Upgrading	c/o Engineering Project Mgt. Scope included in Tk 1934 & Tk1935 API 653 Internal Inspection and repair. Implementation in progress	Project Timeline: Estimated Start: Feb 2020 Est. Completion: Dec 2022	IFB GPA-028-19

GPA Work Session - April 22, 2021 - DIVISION REPORTS

No.	Project Description	March 2021 Activities	Status / Est. Completion	RFP/Bid No
24	GPA Fuel Farm- LD System Upgrading	c/o Engineering Project Mgt. Scope included in Tk 1934 & Tk1935 API 653 Internal Inspection and repair. Implementation in progress	Project Timeline: Estimated Start: Feb 2020 Est. Completion: Dec 2022	IFB GPA-028-19
27	Integrated Resource Plan	IRP Kickoff Meeting completed on January 29, 2021, and 2nd meeting completed on March 26, 2021. IRP Analysis to be completed this month. 3rd Meeting scheduled on May 21, 2021.	Target: June 2021	GPA-RFP-17-002 / UFS / S&P
28	Energy Storage Development Support	Consultant provided support for third-party commissioning services.	Feb 2021	GPA-RFP-13-007
29	Utility Resource Planning Software RFP.	RFP cancelled. A new RFP is being developed and scheduled for announcement later this FY.	Planned Completion: 3/31/2022	TBD
30	Power System Analyses and Studies	Signed contract and PO Acknowledgement received from S&C. System impact studies for Phase III are on hold due to Phase III Protest.	Estimated Start: TBD Est. Completion: TBD	
31	CT PMC Extension	Contract Extension commenced March 1, 2021. Will assist Generation when needed.	Start Date: Mar 2021 Completion Date: Feb 28, 2026	GPA-001-16
35	Diesel Supply to Tenjo Vista	Bid Package prepared. Approved by CCU (Resolution 2020-02) and PUC (Docket 20-07). For solicitation.	Project Timeline: Estimated Start: TBD Est. Completion: TBD	TBD
36	GPA Fuel Farm Mgt Contract	2nd & 3rd Year Contract Extension (10/01/20-09/30/22) approved by CCU (Resolution 2020-03) and PUC (Docket 20-08).	2-year base period: Completed 09/30/19 1st Year Extn: Completed 09/30/20 2nd & 3rd Yr Extn: 10/01/20 to 09/30/22	MS IFB GPA-014-17
37	RFO Supply to Baseload Plants	Contract awarded to Hyundai Corporation ContractTerm: 3-year base period: 09/01/20 to 08/31/23 w/ 2 Year Extn Option	3-year base period: 9/1/2020-8/31/2023	MS IFB GPA-050-20
38	Reliability Studies	Completed evaluation and set-up of initial scenarios to determine options for maintaining reliability standard, after new power plant commences operation. Initial analysis focused on determining if Piti 8&9 can be retired.	Est. Completion:TBD (same as IRP)	(No consultant)
39	RFO Testing Services Contract	Contract awarded to SGS Guam ContractTerm: 2-year base period: 10/01/20 to 09/30/22 w/ 3 Year Extn Option	Contract implementation in progress.	MS IFB GPA-013-20
40	PMC for Yigo Diesel Units (currently Aggreko Diesel Units)	Bid was cancelled. Bid documents to be evaluated and scope to be updated before resolicitation.	Project Start: July 2020 (procurement) Est. Completion: TBD	GPA-061-20
41	DSM Digitization	On-Prem Server connection was established. Backend website, API, and Equipment Management Database are still being worked on. User Acceptance Testing (UAT) is targeted to begin in early May 2021.	Project Start: Sep 2020 Est. Completion: TBD	TBD
42	Diesel Supply (except Tenjo Vista & WSD)	Resolution 2021-09 passed by CCU. For PUC approval in April 2021 hearing (3 consecutive year extension to commence on January 1, 2022 thru Decemeber 31, 2024).	2-year base period: 01/01/19-12/31/21 Request for 3-Yrs extension: 01/01/22-12/31/24	GPA-008-18

CCU Report- DSM

As of March 31, 2021

All Expenses – Fiscal Year

Description	FY16	FY17	FY18	FY19	FY20	FY21	Total to Date
						Posting Thru 3/31/21	
Regular/OT Pay	\$11,348.80	\$22,256.00	\$26,121.83	\$50,715.19	\$47,402.18	\$84,279.11	\$242,123.11
Other Contractual	\$28,278.50	\$85,550.05	\$116,977.50	\$3,025.00	-		\$233,831.05
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Bank Fees	\$155.00	\$1,032.06	\$1,085.08	\$1,247.54	\$1,702.64	\$290.00	\$5,512.32

**Preliminary Data as of 3/31/21*

DSM Funding

No.	Description	Amount
1	Initial DSM Budget FY 2016	\$1,806,014.00
2	Interest Income	\$5,930.59
3	Bank Fees	\$5,512.32
4	Additional Funding Source	
	2017 Bond Refunding savings	\$1,139,189.00
	FY 2019 Revenue Funding	\$1,031,500.00
	FY 2020 Revenue Funding	\$348,075.00
	FY2020 LEAC (June to September)	\$1,296,397.67
	FY2021 LEAC (October 2020 to March 2021)	\$1,869,655.51
5	Total Expense FY2016– FY2020 (Ending May 2020)	\$4,355,078.30
6	Total Expense FY2020 –FY2021 (June 2020 to Mar 2021)*	\$1,901,879.86
	DSM Ending Balance – LEAC Funds	\$1,234,291.29

**Preliminary Data as of 3/31/21*

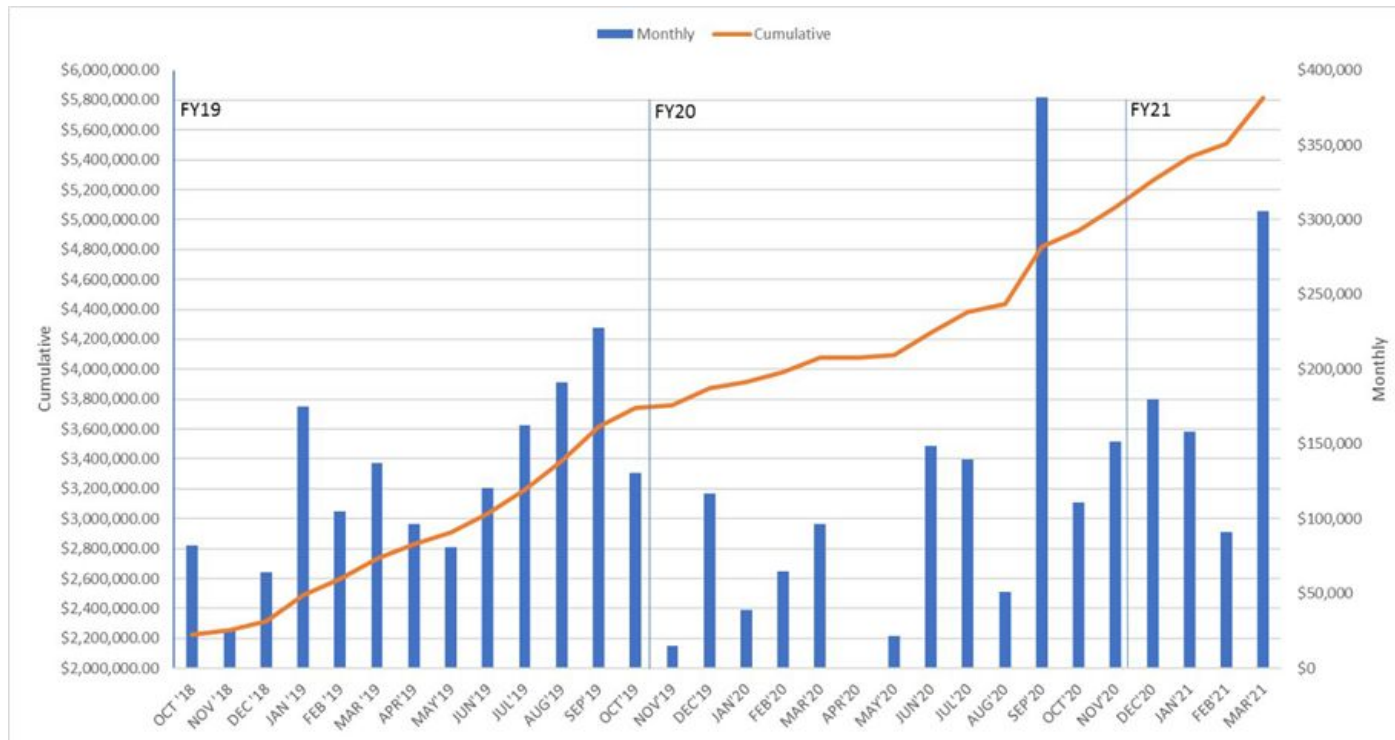
FY 2020- Rebate Amount Paid Monthly

Month	Total	Split A/C Units	Central A/C Units	Washers/ Dryers
OCT '19	\$130,450.00	\$119,350.00	\$500.00	\$10,600.00
NOV '19	\$14,900.00	\$14,300.00	\$0.00	\$600.00
DEC '19	\$116,775.00	\$105,875.00	\$500.00	\$10,400.00
JAN '20	\$39,050.00	\$36,650.00	\$0.00	\$2,400.00
FEB '20	\$65,050.00	\$60,450.00	\$0.00	\$4,600.00
MAR '20	\$96,425.00	\$86,825.00	-	\$9,600.00
APR '20	-		-	
MAY '20	\$21,325.00	\$19,525.00	-	\$1,800.00
JUN '20	\$148,825.00	\$141,225.00	-	\$7,600.00
JUL '20	\$139,450.00	\$127,150.00	\$500.00	\$11,800.00
AUG '20	\$50,775.00	\$45,175.00	-	\$5,600.00
SEP '20	\$381,725.00	\$360,925.00	\$0.00	\$20,800.00
TOTALS	\$1,204,750.00	\$1,117,450.00	\$1,500.00	\$85,800.00

FY 2021- Rebate Amount Paid Monthly

Month	Total	Split A/C Units	Central A/C Units	Washers/ Dryers
OCT '20	\$ 110,825.00	\$ 110,325.00	\$ 500.00	-
NOV '20	\$ 151,925.00	\$ 142,425.00	\$ 500.00	\$ 9,000.00
DEC '20	\$ 180,075.00	\$ 173,975.00	\$ 500.00	\$ 5,600.00
JAN '21	\$ 158,450.00	\$ 153,650.00		\$ 4,800.00
FEB '21	\$ 91,100.00	\$ 86,100.00		\$ 5,000.00
MAR '21	\$ 305,450.00	\$ 290,050.00		\$ 15,400.00
APR '21				
MAY '21				
JUN '21				
JUL '21				
AUG '21				
SEP '21				
TOTALS	\$ 997,825.00	\$ 956,525.00	\$ 1,500.00	\$ 39,800.00

FY'19- FY'21 Rebate Amount Paid



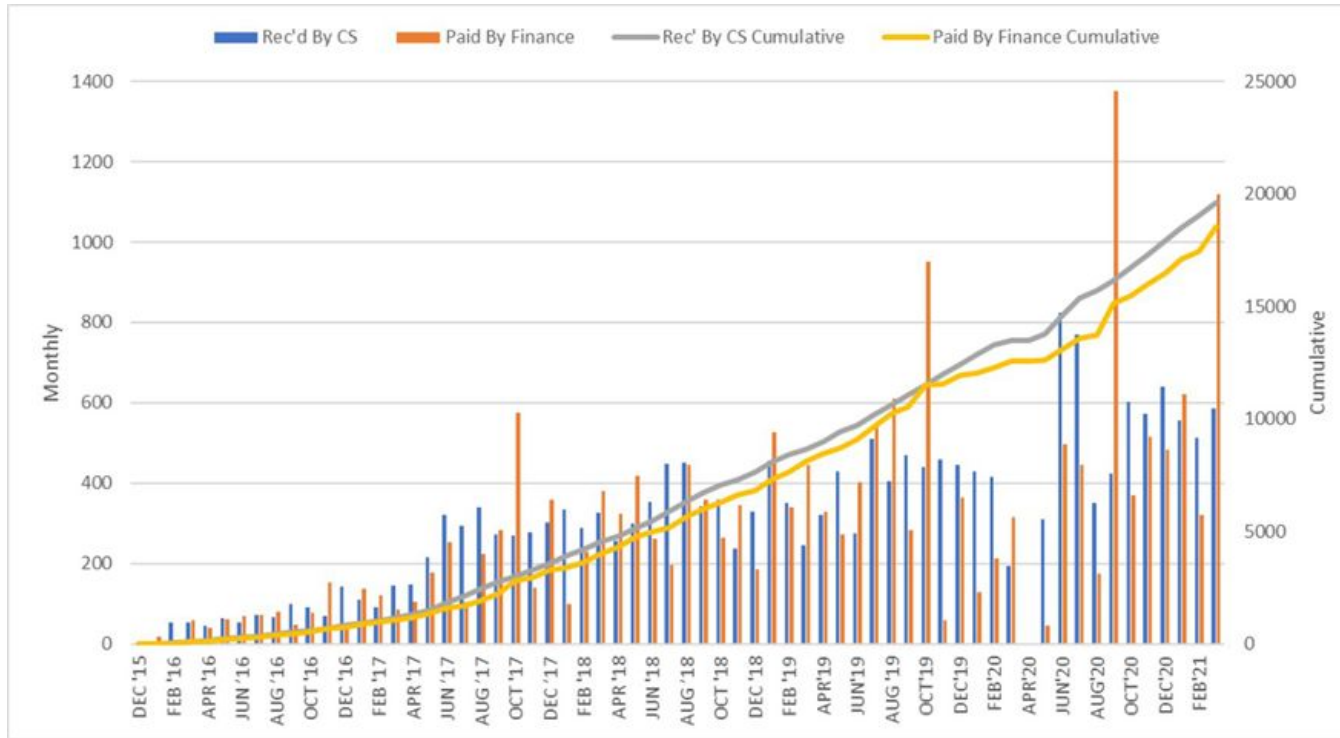
FY 2020 Number of Applications Received By Customer Service and Paid Monthly

Month	Rec'd By CS	Paid By Finance
OCT '19	440	428
NOV '19	353	51
DEC '19	445	363
JAN'20	431	126
FEB '20	394	205
MAR '20	194	292
APR '20	-	-
MAY '20	435	41
JUN '20	825	501
JUL '20	824	618
AUG '20	410	838
SEP '20	425	500

FY 2021 Number of Applications Received By Customer Service and Paid Monthly

Month	Rec'd By CS	Paid By Finance
OCT '20	603	370
NOV '20	573	516
DEC '20	640	484
JAN'21	557	621
FEB '21	512	322
MAR '21	587	1120
APR '21		
MAY '21		
JUN '21		
JUL '21		
AUG '21		
SEP '21		

FY'18 - FY'21 Number of Applications Received By Customer Service and Paid

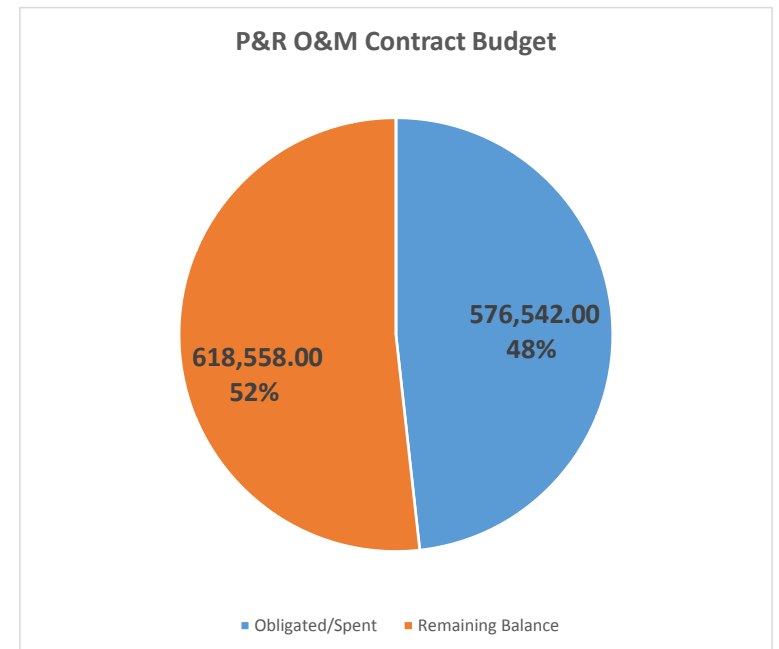


Planning & Regulatory CCU Report

March 31, 2021

Planning & Regulatory O&M Contract Budget

- Revenue Funded
- Target
 - 38.0% O&M Obligation as of October 31, 2020 (Actual)
 - 40.0% O&M Obligation as of November 30, 2020 (Actual)
 - 40.0% O&M Obligation as of December 31, 2020 (Actual)
 - 40.0% O&M Obligation as of January 31, 2021 (Actual)
 - 48.0% O&M Obligation as of February 28, 2021 (Actual)
 - 48.0% O&M Obligation as of March 31, 2021 (Actual)



P&R Weekly & Monthly Inspection Reports





- Best Management Practices (BMP) Report Summary [Weekly]
- Generation Spill Prevention, Control, and Countermeasures (SPCC) Report Summary [Monthly]
- T&D Spill Prevention, Control, and Countermeasures (SPCC) Report Summary [Monthly]

- GPA is responsible to employees, the island environment, and the community to take all reasonable steps necessary to prevent spills from its facilities in order to protect human health and the environment





P&R Inspection Report Purpose

- The purpose of these inspections is to catch discrepancies and violations internally and correct them before inspections by Guam EPA and US EPA
- Regulatory Agencies can conduct scheduled or un-scheduled (surprise) inspections any time
- Any major discrepancies or violations cited can lead to issuance of a Notice of Violation (NOV), possible fines, and/or other enforcement action
- P&R conducts routine SPCC inspections in compliance with the requirements of 40CFR 112.7(a)(3)(ii), Discharge Prevention Measures

Weekly BMP Report

WEEKLY BMP REPORT SUMMARY CABRAS POWER PLANT MONTH OF MARCH 2021									
LEGEND OF TRACKING									
		 Notification Date		 Completed					
		 Within Scheduled Remediation		 Deadline is Past Due					
LOCATION	WE 03/05/21 FINDINGS	WE 03/12/21 FINDINGS	WE 03/19/21 FINDINGS	WE 03/26/21 FINDINGS	RECOMMENDATION/ REMARKS	INITIAL FINDINGS DATE	DUE DATE	DATE COMPLETED	RESPONSE
CABRAS FACILITY	Fast accumulation of used oil in trench/sump pit at Fuel Treatment House Cabras 3&4	Fast accumulation of used oil in trench/sump pit at Fuel Treatment House Cabras 3&4	Fast accumulation of used oil in trench/sump pit at Fuel Treatment House Cabras 3&5	Fast accumulation of used oil in trench/sump pit at Fuel Treatment House Cabras 3&5	Pump out oil ASAP	2/5/2021	ASAP		
	Standing oily water at engine bay, Cabras 3 area	Standing oily water at engine bay, Cabras 3 area	Standing oily water at engine bay, Cabras 3 area	Standing oily water at engine bay, Cabras 3 area	Conduct cleanup	8/28/2020	ASAP		
	Oil in sump pit, Cabras 3&4	Oil in sump pit, Cabras 3&4	Oil in sump pit, Cabras 3&5	Oil in sump pit, Cabras 3&5	Remaining oil must be pumped out to prevent accidental overflow due to rainwater accumulation	6/12/2020	ASAP		
	Heavy corrosion on tank cover at C1&2 oil/sludge tank	Heavy corrosion on tank cover at C1&2 oil/sludge tank	Heavy corrosion on tank cover at C1&2 oil/sludge tank	Heavy corrosion on tank cover at C1&2 oil/sludge tank	Replace tank cover - One tank cover replaced, other one in progress	1/8/2021	ASAP		
	Fuel line corrosion at refilling valve pit	Fuel line corrosion at refilling valve pit	Fuel line corrosion at refilling valve pit	Fuel line corrosion at refilling valve pit	Remove rust/repair rusted pipe.	8/14/2020	ASAP		
	Standing water inside refilling valve pit	Standing water inside refilling valve pit	Standing water inside refilling valve pit	Standing water inside refilling valve pit	Draining in process	8/28/2020	ASAP		

T&D SPCC Inspection Report

SUMMARY OF SPCC MONTHLY INSPECTION REPORT MONTH OF MARCH 2021								
LEGEND OF TRACKING								
 Notification Date			 Completed					
 Within Scheduled Remediation			 Deadline is Past Due					
SUBSTATIONS								
LOCATIONS	FINDINGS		RECOMMENDATION/REMARKS	STATUS	RESPONSIBLE	COMPLETION DATE	DUE DATE	INITIAL FINDINGS DATE
DEDEDO SUBSTATION	T-191 & T-192		NO CORRECTIVE ACTION					
DEDEDO SUBSTATION WAREHOUSE	Transformer Storage Area		NO CORRECTIVE ACTION					
MACHECHE SUBSTATION	Secondary Containment		NO CORRECTIVE ACTION					
TALOFOFO SUBSTATION	Secondary Containment		NO CORRECTIVE ACTION					
TENJO SUBSTATION	Facility Area		NO CORRECTIVE ACTION					
YIGO SUBSTATION	Secondary Containment		NO CORRECTIVE ACTION					

Generation SPCC Inspection Report

SUMMARY OF SPCC MONTHLY INSPECTION REPORT MONTH OF MARCH 2021								
LEGEND OF TRACKING								
		 Notification Date			 Completed			
		 Within Scheduled Remediation			 Deadline is Past Due			
POWER PLANT								
LOCATIONS	FINDINGS		RECOMMENDATION/REMARKS	STATUS	RESPONSIBLE	COMPLETION DATE	DUE DATE	INITIAL FINDINGS DATE
CABRAS POWER PLANT	Oil Sludge Tank	Heavily corroded cover	Replace sludge tank covers				ASAP	February 2020
	Tank No. 4	Coating failure	Recoat				ASAP	February 2021
	Secondary Containment of Tank #2	Water leaking on steam strap	Replace check valve				ASAP	March 2021
	Supply line near the outfall	No secondary containment	Regular monitoring is required				ASAP	September 2019
DEDEDO CT	Tank 1&2 Secondary Containment	Algae buildup	Remove algae	Corrective Action Completed		March 2021	ASAP	February 2021
MACHECHE CT	Tank No. 140	Corrosion on tank wall	Remove rust and repaint				ASAP	January 2021
	Foundation Tank Metal Support	Rust buildup on support (several locations)	Remove rust, repaint				ASAP	January 2021
YIGO CT	Tank 140	Corroded tank shell	Chip corrosion and recoat	Corrective Action Completed		March 2021	ASAP	October 2020

Generation SPCC Inspection Report (cont.)

SUMMARY OF SPCC MONTHLY INSPECTION REPORT MONTH OF MARCH 2021								
LEGEND OF TRACKING								
		 Notification Date			 Completed			
		 Within Scheduled Remediation			 Deadline is Past Due			
POWER PLANT								
LOCATIONS	FINDINGS		RECOMMENDATION/REMARKS	STATUS	RESPONSIBLE	COMPLETION DATE	DUE DATE	INITIAL FINDINGS DATE
MANENGGON DIESEL	NO CORRECTIVE ACTION							
TALOFOFO DIESEL	NO CORRECTIVE ACTION							
TENJO DIESEL	Tank No. 2	Corroded tank shell	Chip corrosion and recoat	Corrective Action Completed		March 2021	ASAP	January 2021
YIGO DIESEL	Generator No. 13	Day tank is leaking and oil found inside the storage container	Clean up oil spill				ASAP	January 2021
	Generator No. 22 & 23	Absorbent pads on ground between generators	Dig up contaminated soil and dispose absorbent pads				ASAP	March 2021
PITI #7 POWER PLANT	Main Fuel Tank	No integrity testing	Integrity testing is required				ASAP	January 2018
	Facility Structure	Improper storage of drum full of contaminated soil from spill	Properly dispose of drum				ASAP	January 2021
	Main Fuel Tank Pump	Ball valve is in need of repair to prevent further oil leaks	Repair ball valve			January 2021	ASAP	January 2021



Production Data
31-Mar-21

SYSTEM											
YEAR	MONTH	# of DAYS	GROSS GENERATION	FUEL CONSUMPTION		GROSS FUEL EFFICIENCY (Target ≥ 15.99 kWh/gal)	COST per GROSS kWh	GROSS HEAT RATE (Baseloads) PUC Target less than 9,600	GROSS HEAT RATE (Peaking) PUC Target less than 13,600	Ave. MW	Peak MW
				(gal)	(bbl)						
2019	Jan	31	134,551,799	9,056,271	215,626	14.86	\$ 0.1172	9,677.80	11,506.72	181	224
	Feb	28	122,596,954	8,257,791	196,614	14.85	\$ 0.1152	9,592.63	11,923.40	182	226
	Mar	31	139,964,506	9,489,626	225,943	14.75	\$ 0.1309	9,586.39	12,331.54	188	234
	Apr	30	143,583,892	9,385,611	223,467	15.30	\$ 0.1249	9,597.50	11,794.45	199	244
	May	31	154,541,037	10,653,233	253,648	14.51	\$ 0.1378	9,854.93	12,008.47	208	254
	June	30	152,035,851	10,394,927	247,498	14.63	\$ 0.1378	9,756.34	11,985.93	211	255
	July	31	151,991,559	10,148,056	241,620	14.98	\$ 0.1230	9,789.72	11,505.06	204	251
	Aug	31	147,598,476	9,960,397	237,152	14.82	\$ 0.1259	9,622.68	11,430.55	198	253
	Sept	30	139,744,390	9,678,417	230,438	14.44	\$ 0.1259	10,019.86	11,676.24	194	243
	Oct	31	147,131,892	9,789,114	233,074	15.03	\$ 0.1294	9,742.17	12,670.15	198	247
	Nov	30	144,772,854	10,312,356	245,532	14.04	\$ 0.1437	9,631.16	12,353.82	201	245
	Dec	31	143,448,641	9,483,024	225,786	15.13	\$ 0.0993	9,649.19	11,794.69	193	236
2020	Jan	31	138,041,863	9,188,575	218,776	15.02	\$ 0.1286	9,706.87	11,592.61	186	227
	Feb	29	128,740,982	8,519,225	202,839	15.11	\$ 0.1226	9,833.72	11,408.84	192	230
	Mar	31	137,889,276	9,112,959	216,975	15.13	\$ 0.1034	9,421.93	11,671.89	185	233
	Apr	30	133,331,694	8,843,365	210,556	15.08	\$ 0.0847	9,991.96	11,780.63	185	228
	May	31	143,999,526	9,958,957	237,118	14.46	\$ 0.0623	10,067.47	12,493.35	194	241
	June	30	145,724,133	9,712,001	231,238	15.00	\$ 0.0566	9,939.81	11,940.43	202	244
	July	31	146,742,897	10,126,538	241,108	14.49	\$ 0.0628	9,981.69	12,019.94	197	240
	Aug	31	143,983,197	9,799,046	233,311	14.69	\$ 0.0637	10,056.45	11,585.62	194	243
	Sept	30	135,803,486	9,144,712	217,731	14.85	\$ 0.0699	9,634.17	11,744.73	189	244
	Oct	31	141,816,663	9,320,961	221,928	15.21	\$ 0.0908	9,702.37	11,532.45	191	239
	Nov	30	137,435,116	9,072,447	216,011	15.15	\$ 0.0906	9,388.94	11,791.83	191	246
	Dec	31	137,424,058	9,347,419	222,558	14.70	\$ 0.0926	9,336.23	12,638.32	185	231
2021	Jan	31	138,598,956	9,363,155	222,932	14.80	\$ 0.0985	9,547.76	14,782.82	186	229
	Feb	28	128,117,304	8,799,723	209,517	14.56	\$ 0.1086	9,502.89	12,628.15	191	238
	Mar	31	143,407,917	10,106,336	240,627	14.19	\$ 0.1281	9,197.81	13,291.08	193	241

NET METERING
March 2021

	<u>Quantity</u>	<u>Connected kVA</u>
Completed	2,182	26,510
Pending	1	7
Grand Total	2,183	26,517

Rate Class and Technology			
Technology	Schedule	Customer Count	Total kW
Solar Energy	R - Residential	2,035	19,453.67
	J - Gen Service Dmd	61	3,850.05
	K - Small Gov Dmd	11	358.10
	L - Large Government	2	122.80
	P - Large Power	12	1,140.70
	G - Gen Serv Non-Dmd	52	1,502.22
	S - Sm Gov Non-Dmd	7	78.80
Wind Turbine	R - Residential	2	3.60
Grand Total		2,182	26,509.94

Projection Date Ending 12/31/2020				
Customer Rate Class	Sum of Size (kW)	*Annual Projected kWh Generated	Non-Fuel Yield \$/kWh	Estimated Annual Revenue Loss
R	19,457.27	31,101,254	0.087492	\$ 2,721,111.80
J	3,850.05	4,975,740	0.125682	\$ 625,361.09
K	358.10	518,889	0.133883	\$ 69,470.44
L	122.80	203,743	0.129809	\$ 26,447.73
P	1,140.70	1,083,575	0.109950	\$ 119,139.05
G	1,502.22	2,368,889	0.145397	\$ 344,429.39
S	78.80	125,245	0.147902	\$ 18,524.03
Grand Total	26,509.94	40,377,335		\$ 3,924,483.54

*Estimated number of hours from NREL for Guam (13.4 degrees North and 144 degrees East).

Estimated Annual Revenue Loss		
Year	Estimated kWh	*Total Estimated Cost
2020	39,941,816	\$ 3,874,385.68
2019	36,806,287	\$ 3,546,649.04
2018	34,981,036	\$ 3,521,130.12
2017	28,242,917	\$ 2,828,834.71
2016	21,867,383	\$ 2,200,794.56
2015	7,383,621	\$ 856,921.27
2014	3,137,212	\$ 410,558.94
2013	1,556,949	\$ 178,996.00
2012	494,672	\$ 58,545.89
2011	170,070	\$ 18,177.13
2010	98,830	\$ 8,483.27
2009	23,912	\$ 1,656.87

*Source for effective yield rate from the Year End Revenue Reports (12 month Average Yield)

NET METERING

March 2021

Customer Count and Connected kW by Feeder						
Status	Feeder	Net Metering	Connected kW	Customer Count	% of Feeder Maximum kW	% of Feeder Minimum Daytime kW
Completed	P-005	315.23		28	18.3%	36.7%
	P-046	300.29		36	7.1%	10.8%
	P-088	762.98		81	12.7%	20.1%
	P-089	638.51		78	14.3%	34.4%
	P-111	211.00		4	3.9%	6.9%
	P-203	664.09		44	8.9%	25.2%
	P-204	150.38		17	3.2%	6.6%
	P-205	44.00		5	0.9%	1.6%
	P-210	761.14		63	14.9%	20.2%
	P-212	1,098.52		106	26.6%	68.7%
	P-213	353.33		16	13.5%	18.1%
	P-220	210.41		23	34.6%	108.5%
	P-221	612.80		63	13.9%	27.7%
	P-223	690.15		65	29.0%	41.4%
	P-240	58.55		2	0.9%	7.9%
	P-245	259.60		7	5.2%	11.1%
	P-250	1,425.85		131	21.9%	38.5%
	P-251	160.50		8	6.5%	10.0%
	P-253	843.75		66	18.8%	29.6%
	P-262	1,183.64		119	31.1%	74.5%
	P-270	562.21		44	11.0%	22.3%
	P-271	433.37		20	7.4%	15.6%
	P-272	296.17		21	11.6%	26.3%
	P-280	640.45		34	35.6%	66.2%
	P-281	204.90		5	7.3%	20.4%
	P-282	231.75		6	6.2%	18.7%
	P-283	756.95		60	20.9%	35.9%
	P-294	1,359.82		127	31.4%	62.2%
	P-301	233.76		24	16.5%	29.4%
	P-311	1,350.59		70	33.9%	57.9%
	P-322	2,131.88		120	28.1%	55.8%
	P-323	316.52		21	6.7%	20.8%
	P-330	722.51		89	13.3%	26.7%
	P-331	834.73		92	13.2%	21.4%
	P-332	849.18		79	15.1%	22.0%
	P-340	589.49		51	32.5%	71.5%
	P-087	1,600.09		156	40.7%	63.8%
	P-252	646.73		37	15.3%	31.3%
	P-321	430.16		38	7.7%	8.6%
	P-260	99.76		10	14.5%	49.9%
	P-067	86.20		10	1.0%	1.3%
	P-312	82.24		5	4.9%	5.7%
	P-206	26.08		3	2.7%	4.8%
	P-242	23.75		2	0.4%	1.1%
	P-310	181.57		8	6.6%	12.1%
	P-261	510.06		54	18.4%	31.6%
	P-201	115.86		10	3.3%	5.8%
P-007	85.86		8	11.9%	25.3%	
P-244	86.56		3	4.9%	5.0%	
P-202	76.70		5	2.4%	5.7%	
P-341	4.30		1	0.4%	1.6%	
P-401	117.00		2	10.3%	17.3%	
P-400	58.34		4	6.1%	6.2%	
P-241	19.72		1	0.5%	0.7%	
Completed Total		26,509.94		2,182		
pending	Pending	7.31		1	0.0%	0.0%
pending Total		7.31		1	0.0%	0.0%
Grand Total		26,517.25		2,183		
Feeder highlighted in yellow indicates renewable energy capacity has reached 25% of minimum daytime load.						
Feeder highlighted in red indicates renewable energy capacity has reached 75% of minimum daytime load.						

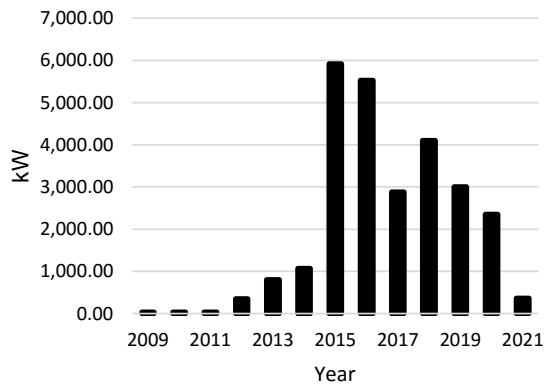
NET METERING

March 2021

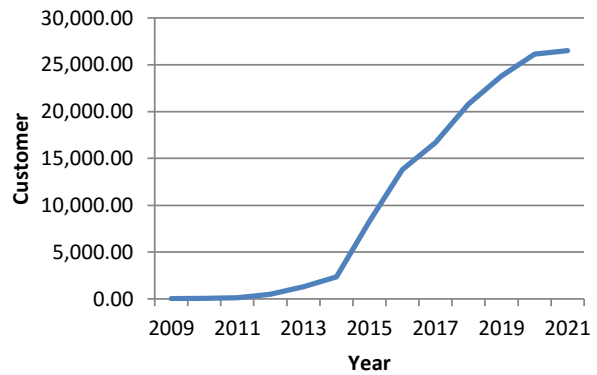
Installed kW by Year		
Year	Total	Cumulative
2009	39.46	39.46
2010	39.20	78.66
2011	41.61	120.27
2012	354.61	474.88
2013	808.15	1,283.03
2014	1,072.04	2,355.07
2015	5,923.43	8,278.50
2016	5,527.93	13,806.42
2017	2,881.10	16,687.52
2018	4,103.13	20,790.65
2019	3,002.17	23,792.82
2020	2,351.36	26,144.18
2021	365.76	26,509.94
Grand Total	26,509.94	

Customer Count by Year		
Year	Total	Cumulative
2009	7	7
2010	2	9
2011	6	15
2012	27	42
2013	66	108
2014	94	202
2015	562	764
2016	530	1,294
2017	297	1,591
2018	292	1,883
2019	190	2,073
2020	95	2,168
2021	14	2,182
Grand Total	2,182	

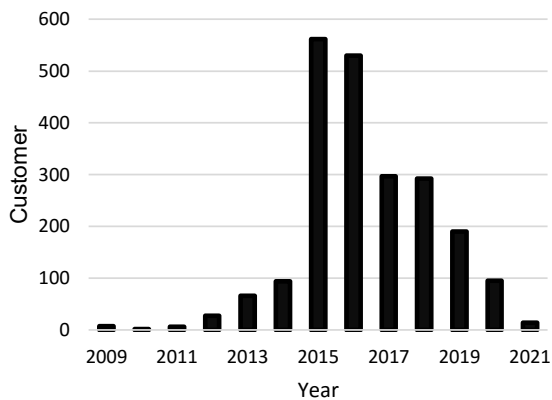
Yearly Installed kW



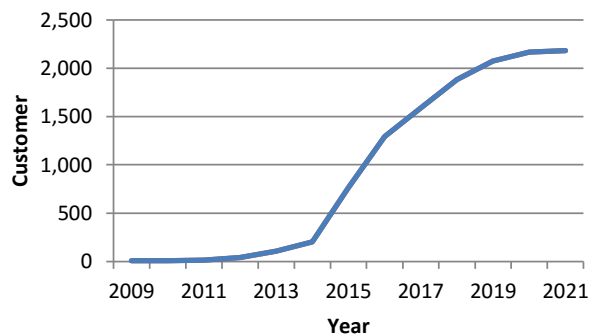
Cumulative Installed kW



Yearly Connected Customer Count



Cumulative Connected Customer Count



GPA Work Session - April 22, 2021 - DIVISION REPORTS

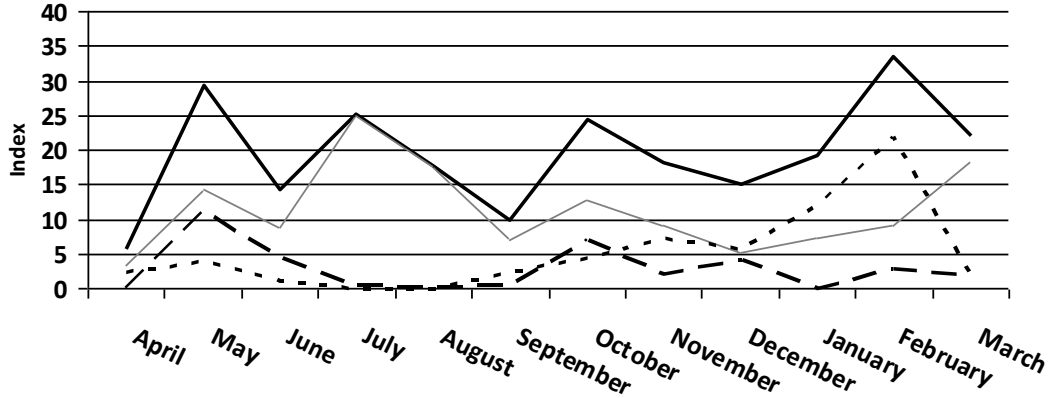
ENGINEERING WORK ORDERS

Engineering Work Order Summary - March 2021	
Work Orders Received from CSR	277
Work Orders Processed & Released to T&D	75
Work Orders Processed & Released to CSR	18
Work Orders Cancelled	17
Work Orders Pending Survey	34
Total Pending WO at Engineering	384

Engineering Large Customer, GPI and Net Metering Tracking						
Date Received	Customer Name	Work Order Numbers	Location	KVA	Meter Qty	Status
12/20/2013	CoreTech International	Multiple	Dededo	300	48	Lada Estates, 450 kVA, Phase I, II and III are 100% Completed - 308 units energized. Phase IV currently in Construction phase, 100% completed, pending completion of easements.
1/27/2015	TG Engineers	422182-85, 90-93, 96-98	Agana Heights	100	11	10 Unit Apartment, 100 kVA, 80% Completed. Work currently on hold.
6/1/2017	New Underground Line (P-047)	466064	Tumon	1,500	1	New Underground line 99% completed, Riser terminated. Mandrelling completed on completed sections. T&D started pulling wire and installing splices in August 2019. Pending final outage at SV1A and SV1B and repair of existng arms and metal brackets.
3/1/2018	Docomo Pacific Inc., New Data Center	Pending Application	Talofofo	3,000	1	New Data Center. Planned to come off P-260 and P-262. 0% Completed. Still in Design Phase.
10/10/18	Don Sadwahni	465341	Harmon	2,000	1	New Industrial Subdivision, Inspection of civil work only, Proposed 12 Pad Mounted Xfmrs 97% Completed. Pending completion of swtich redesign.
05/14/19	Joyrich Group LLC	Multiple	Tamuning	150	17	New 17 Unit Apartments, 75% completed, 150 kVA.
10/01/19	Don Don Donkey "Don Quijote" Shopping Center	Pending Application	Tamuning	2,000	1	New Shopping Center at the intersection of Route 1 and 10A. Permitting phase.
12/01/19	Pacific Unlimited Inc. (Cold Storage)	471784	Tiyan	1,500	1	New Cold Storage, 75% Completed, Temp Power installed, 1500kVA, Pending Easment and Pole Stakeout
12/01/19	Ironwood Villa Del Mar Phase II	Multiple Applications	Toto	440	88	New 88 Unit Apartment complex, 100% Completed Xfmr and U/G work released to T&D. Meters are pending Inspection Report.
02/25/20	Yang, Kexin	Multiple	Mangilao	100	4	New 12 Unit Subdivision (4 applications submitted and permitted), 75% completed.
03/11/20	Citi Development & Construction	478020-23,25,27-30	Tamuning	60	10	New 10 Unit Town Homes, 75% completed, 100 kVA.
07/07/20	Guam Waterworks Authority New Northern Wastewater Plant	479663	Dededo	3,000	1	New Northern Wastewater Plant, 15% completed, 3000kVA.
11/19/20	Paradise Subdivision	Pending Applications	Mangilao	170	17	17 unit subdivision, pending submission of plans and permmiting.
11/01/20	Agat Pole Relocation GPI	Pending	Agat			5 Pole Relocation due to easement issues.
11/01/20	Barrigada Pole Relocation GPI	Pending	Barrigada			Pole Relocation due to easement issues.
11/01/20	Agat/Ocean View Service Relocation GPI	Pending	Agat			Overhead and underground line relocation due to easement and access issues.
11/01/20	Mataguac Pole Relocation	Pending	Dededo			Overhead line relocation due to easement and access issues.
12/30/20	Huang, Long	483772-483780	Tamuning	90	9	New 9 unit Apartment, 10% Completed.
01/12/21	New Space Development, LLC	483832-9	Dededo	225	8	New 7 unit commercial development, 100% completed, released to T&D.
01/31/21	Songsong Hills Subdivision	484158	Yigo	160	1	New 16 Unit Subdivision, 60% completed, multiple xfmrs.
01/31/21	GWA -Kaiser Reservoir	484070	Dededo	225	1	New GWA Reservoir, pending final design drawings.
Varies	Pending Net Metering Customers	Varies	Various Locations Islandwide		1	Pending Net Metering Customers as of February 28, 2021.
Total				15,020	221	

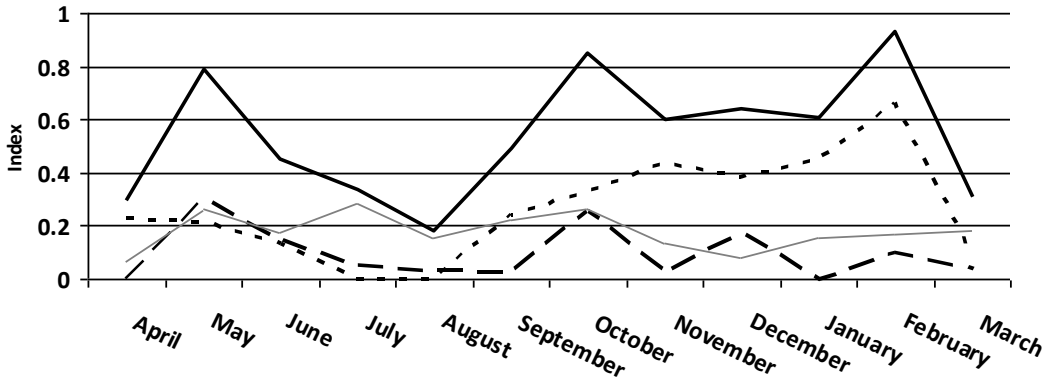


(Item 1.1,1.2,1.5) March 2021 SAIDI = 234.54 ↑ (227.72)



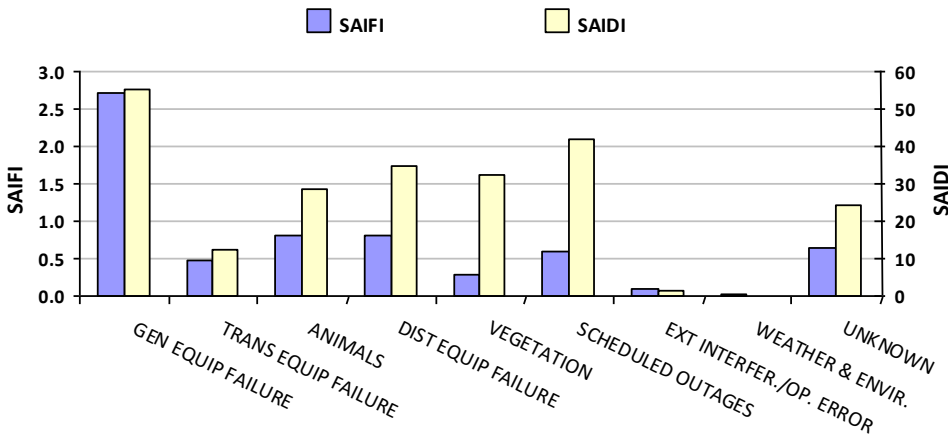
ALL
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 (61.24) ↑
 TRANS=34.34
 (41.07) ↓
 DIST=137.62
 (125.41) ↑

(Item 1.1,1.2,1.5) March 2021 SAIFI = 6.51 ↓ (6.65)



ALL
 GEN=3.19
 (3.16) ↑
 TRANS=1.17
 (1.44) ↓
 DIST=2.15
 (2.05) ↑

(Item 1.9) 12-Month Cause Contributions to Reliability

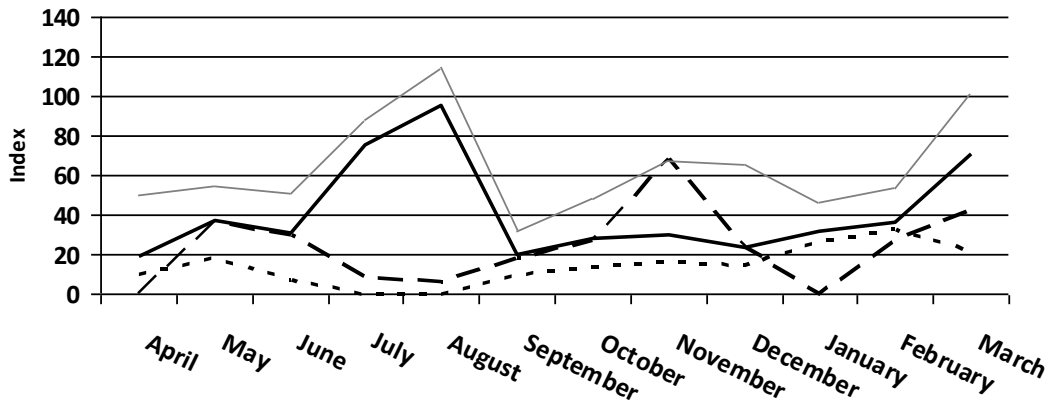


GEN EQUIP FAILURE
 F:38.6% D:23.9%
 TRANS EQUIP FAILURE
 F:5.7% D:5.4%
 ANIMALS
 F:9.4% D:12.3%
 DIST EQUIP FAILURE
 F:13.1% D:15.1%
 VEGETATION
 F:4.1% D:14.0%
 SCHEDULED OUTAGES
 F:17.9% D:18.1%
 EXT INTERFER./OP. ERROR
 F:1.7% D:0.6%
 WEATHER & ENVIR.
 F:0.4% D:0.1%
 UNKNOWN
 F:9.0% D:10.5%

As of March 31, 2021



(Item 1.1,1.2,1.5) March 2021 CAIDI = 36.05 ↑ (34.24)



ALL

GEN=19.61

(19.38) ↑

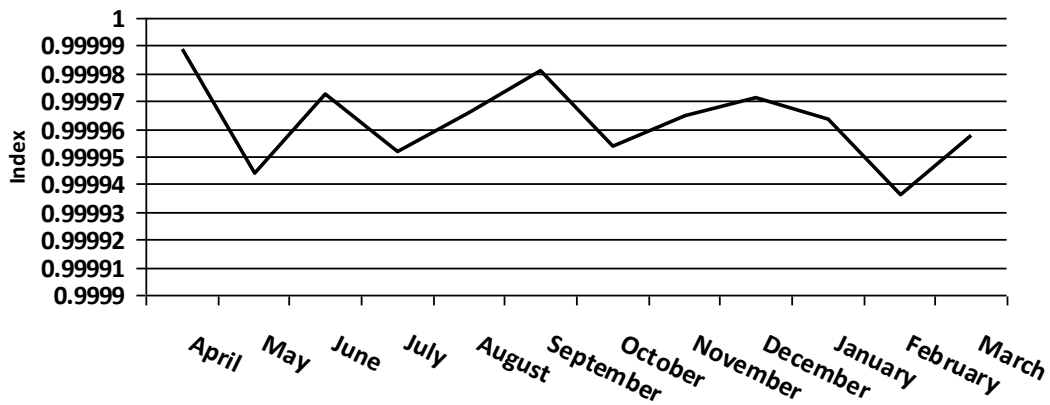
TRANS=29.39

(28.54) ↑

DIST=64.11

(61.16) ↑

(Item 1.1,1.2,1.5) March 2021 ASAI = 0.9996 ↓ (0.9996)



(Item 1.4) Top 5 Worst Feeders Distribution Causes

#	Feeder	Outage Count
1	P340	15
2	P003	5
3	P250	5
4	P205	4
5	P220	4

(Item 1.4) Top 5 Distribution Outage Causes

#	Outage Cause	Count
1	Overhead Equipment	50
2	Vegetation	18
3	Snakes	12
4	Underground Equipment	8
5	Substation Equipment	2

(Item 1.3) Outage Count

TOTAL	UFLS	Non-UFLS
459	218	241

(Item 1.3) UFLS Contribution to Reliability

SAIDI	SAIFI	CAIDI
64.80	3.42	18.97

PLANNING & REGULATORY DIVISION REPORT

The following summarizes P&R's activities for the month of March 2021

INSPECTIONS/MONITORING

- Best Management Practices (BMP) Weekly Inspection/Report – Cabras Power Plant
- Monthly Spill Prevention, Control and Countermeasures (SPCC) Inspection/Report – Cabras Power Plant, Macheche, Dededo, Yigo CT, Talofofo, MDI, Tenjo Diesel, Piti 7 Power Plants, IP&E fuel Farm.
- Reviews monthly Continuous Emissions Monitoring System (CEMS) report and monitors TRC's O & M for Tenjo Diesel. Coordinates Operations and Maintenance with TRC.
- Emissions and Limits Tracking for GPA and Aggreko Power Plants
 - Monitoring CO and NOx emissions of the Aggreko generators not to exceed the allowable limit.
 - GPA Plants Limits based on Hours and/or Fuel Use
- Conducted annual SPCC Inspection for all 199 WSD facilities (North, South, Central)

CONSENT DECREE

- Provided updates relevant to the timeline of key obligations under the consent decree.

EMISSIONS TESTING

- Emissions testing coordination with Generation and TRC

ENVIRONMENTAL DISPOSAL & MITIGATION

- Battery and metals disposal at Cabras Power Plant
- Coordination on the used oil disposal of Piti Tanks
- Conducted oil sampling at Transportation used oil drums
- Dededo Substation Tank 1 draining
- Completed (OR# 34870) Sampling and Testing of soil at Marbo Substation lab results expected April 9th

ENVIRONMENTAL RESPONSE

- Responded to Oil Spill at Tank 1935, IP&E Fuel Farm on March 26, 2021.

NPDES/NetDMR

- Submitted documents to Amelia Whitson re. Permit's Table 4: annual certification
- Teleconference with USEPA, EPA, GWA, KEPCO, STI & GPA re. status of new power plant discharges

PROCUREMENT

Coordination with procurement on the following bids:

- OR#33750 – Environmental Emergency Response Contractor- Bid is on going

- OR# 34462 – Meteorological Tower Quality Assurance Audit Service bid- Submitted to procurement for bid.

REPORTING

- Monthly NSPS reporting for Cabras, CT's and Diesel plants submitted to GEPA
- Submitted Annual Tier II Report to Guam EPA, GFD, and Guam Homeland Security

UKKUDU POWER PLANT

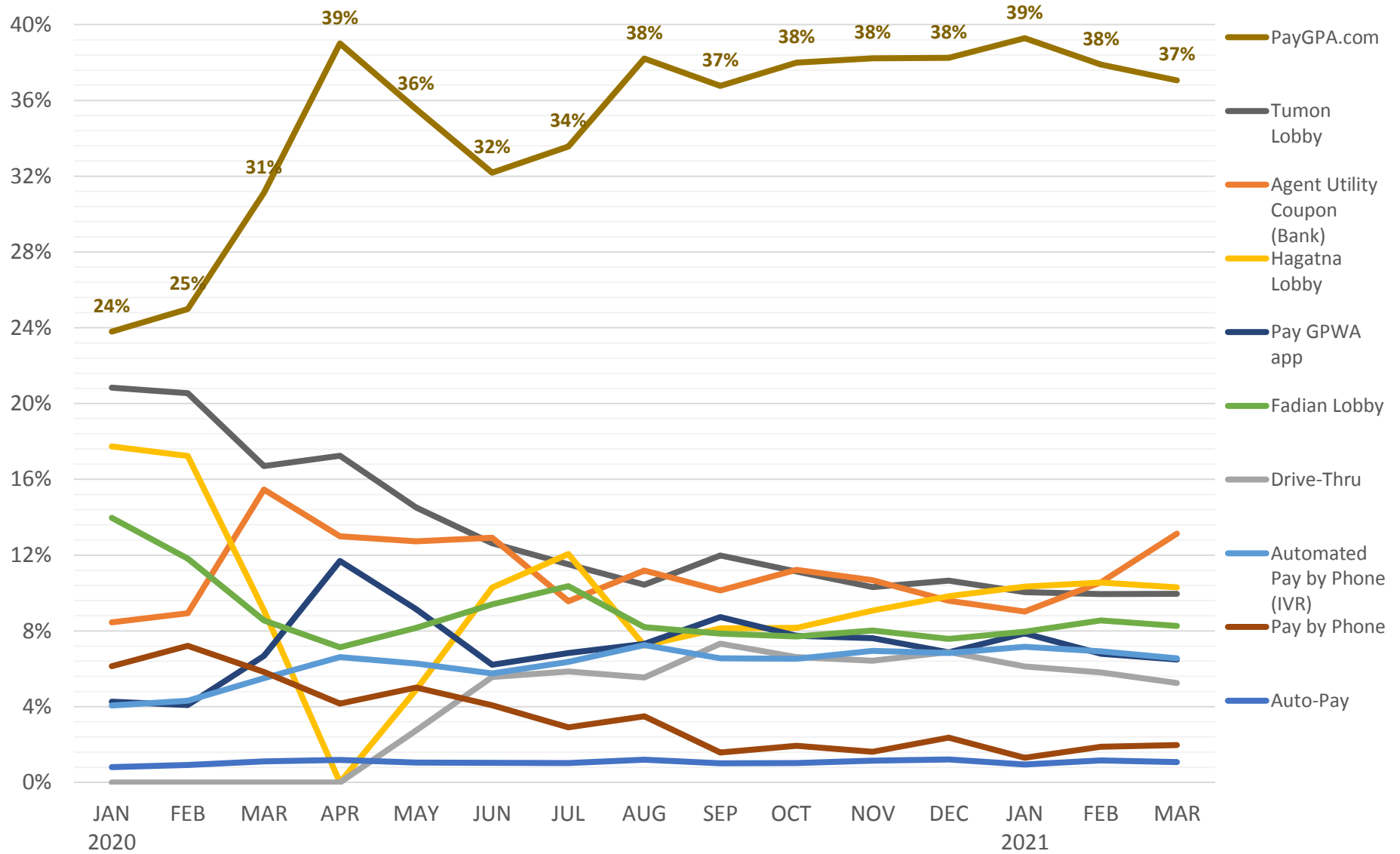
- Weekly update conference calls:
 - Air Permitting with contractors
 - All other Permitting with contractors
 - GPA Internal discussions with Stanley
 - Discussion on GWA Permit: Water quality and discharge
- Other:
 - ConCall with US EPA, Guam EPA, GWA, GPA, GUP re. GPA Permitting new Ukudo power plant
 - ConCall between Black & Veatch – Guam EPA re EIA
 - Noise Study Review and Internal Meeting with IHP: Noise Study for DG Site in Piti

OTHERS

- Prepared SPCC Plans for Talofofu and Agana ESS
- AGMETS:
 - IRP Presentation with AGMETS and SPORD for stakeholders
 - Carbon Emissions and Renewables Questionnaire from S&P – data request regarding power generation and carbon emissions from power plants and renewables
- Attended Abandoned and Derelict Vehicles meeting with w/GEPA, BSP, DoAG, & PAG
- Attended Army Core of Engineers presentation on Nation Wide Permits
- Attended Online Benchmarking Training
- Piti Tank farm re. perimeter fence and gate relocation pre-con walk-through ocular inspection with Guam EPA and IP&E
- Submitted inspection report requested by GWA re. waste water spill at the Yigo Power Plant

Customer Service (Administration Division)

Number of transactions per collection point (by % of total transactions)
January 2020 - March 2021

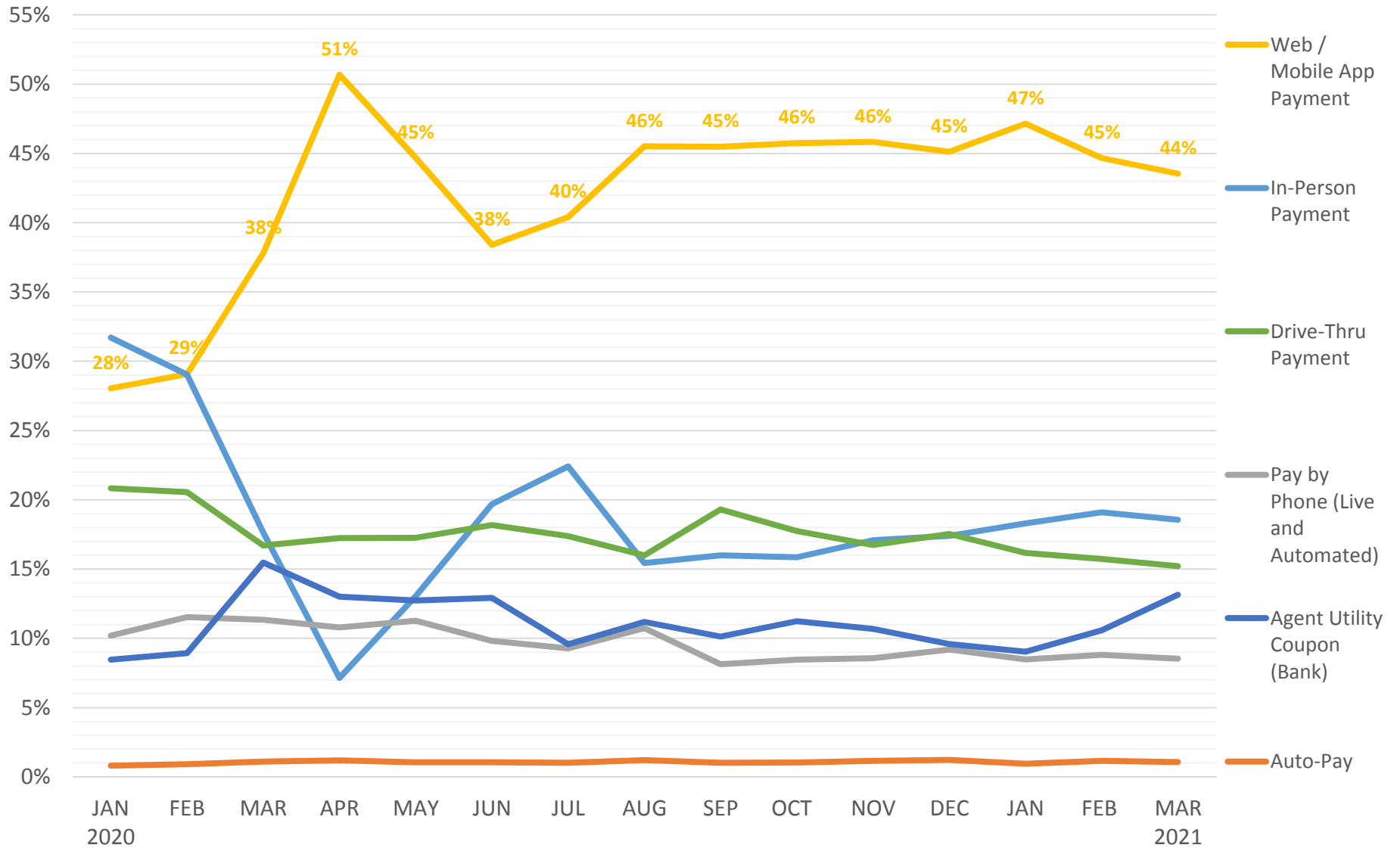


Customer Service (Administration Division)

Number of transaction by payment platform (by % of total transactions)

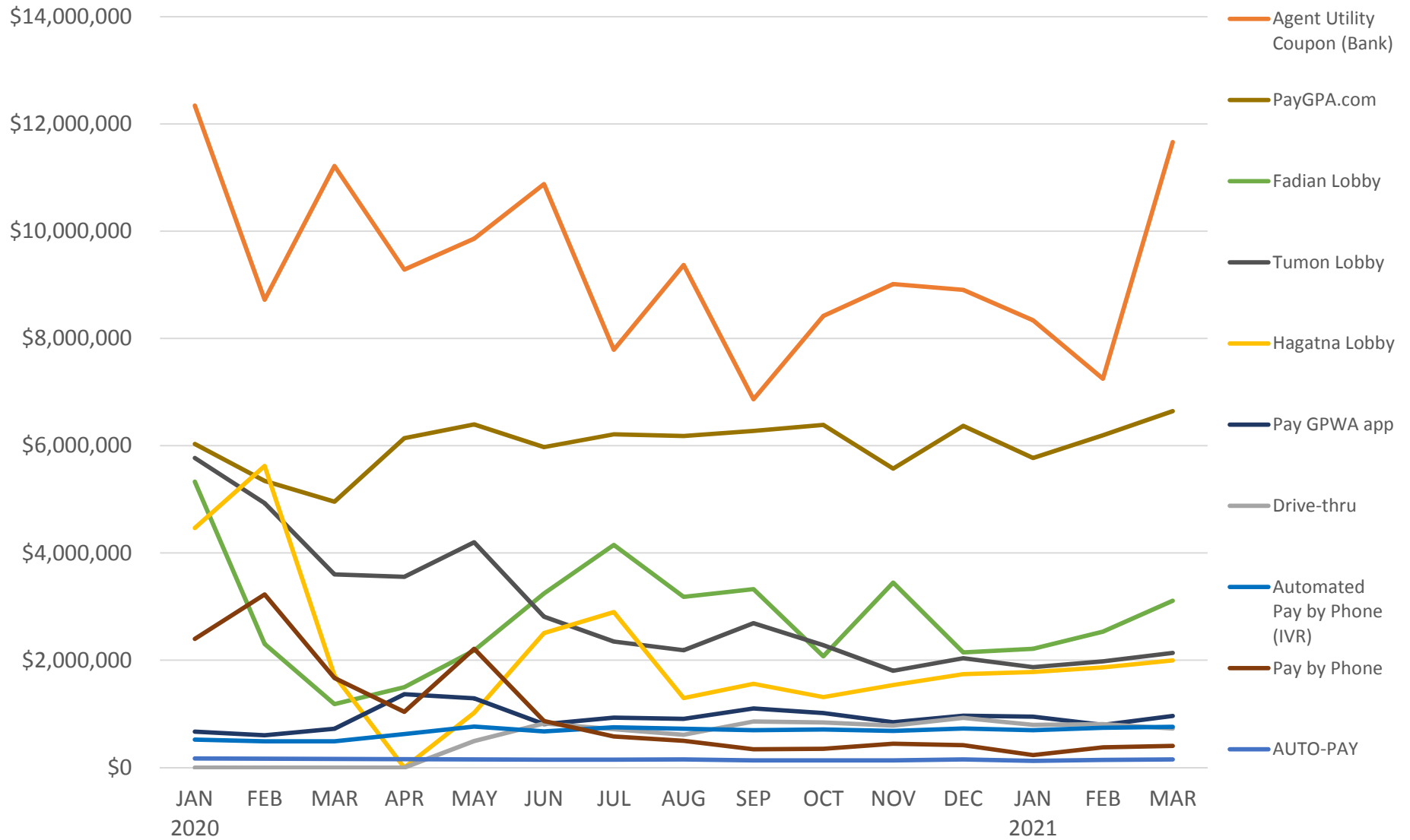
(KPI 1.2.4 – Increase web, pay-by-phone, and prepay payments)

January 2020 - March 2021



Customer Service (Administration Division)

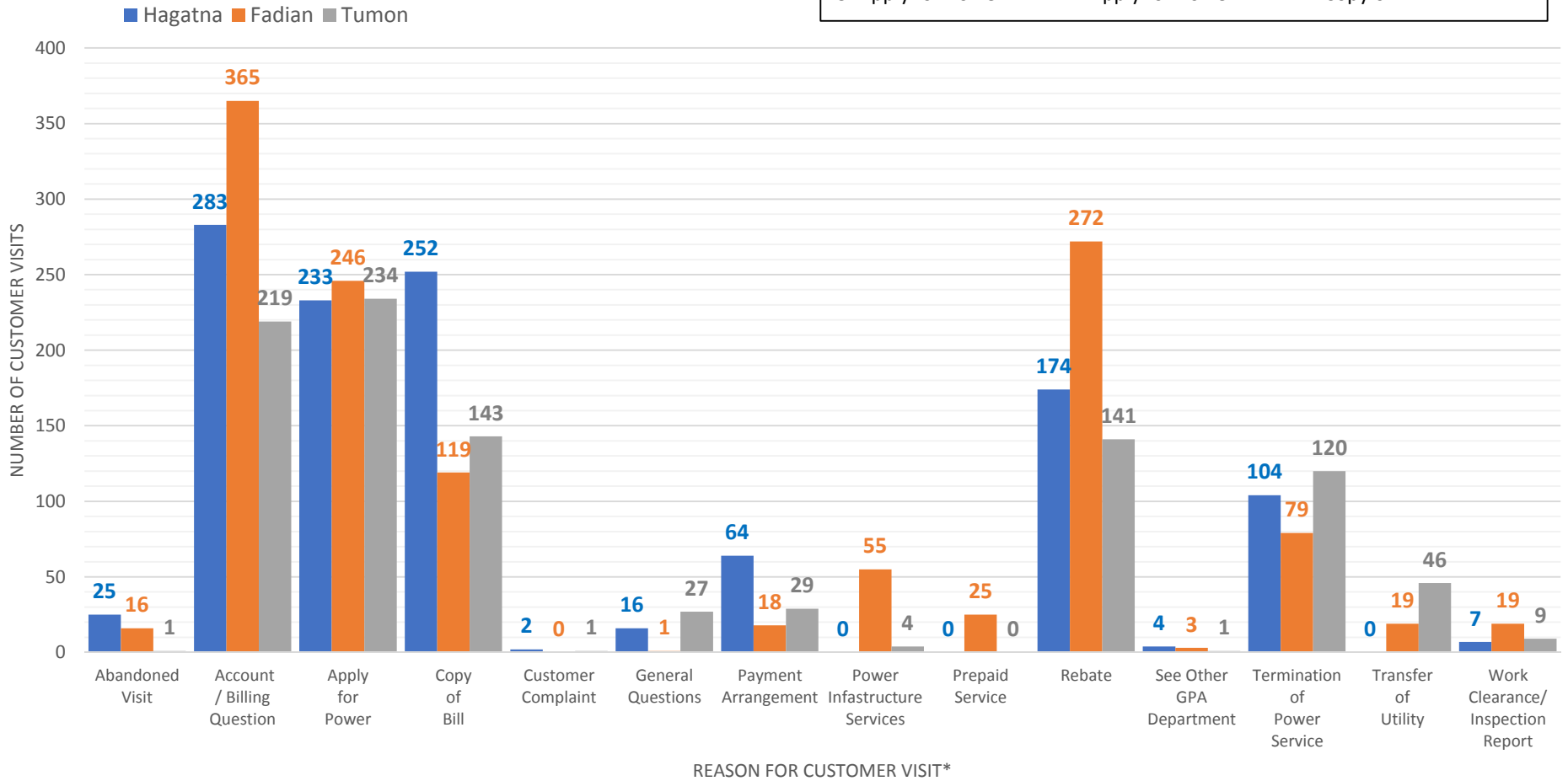
Dollar amount collected per collection point
January 2020 - March 2021



Customer Service (Administration Division)

Nature of Visit by Location
March 2021

Top 3 Reasons for Visit by Location		
Hagatna	Fadian	Tumon
1. Acct/Billing Question	Acct/Billing Question	Apply for Power
2. Copy of Bill	Rebate	Acct / Billing Question
3. Apply for Power	Apply for Power	Copy of Bill

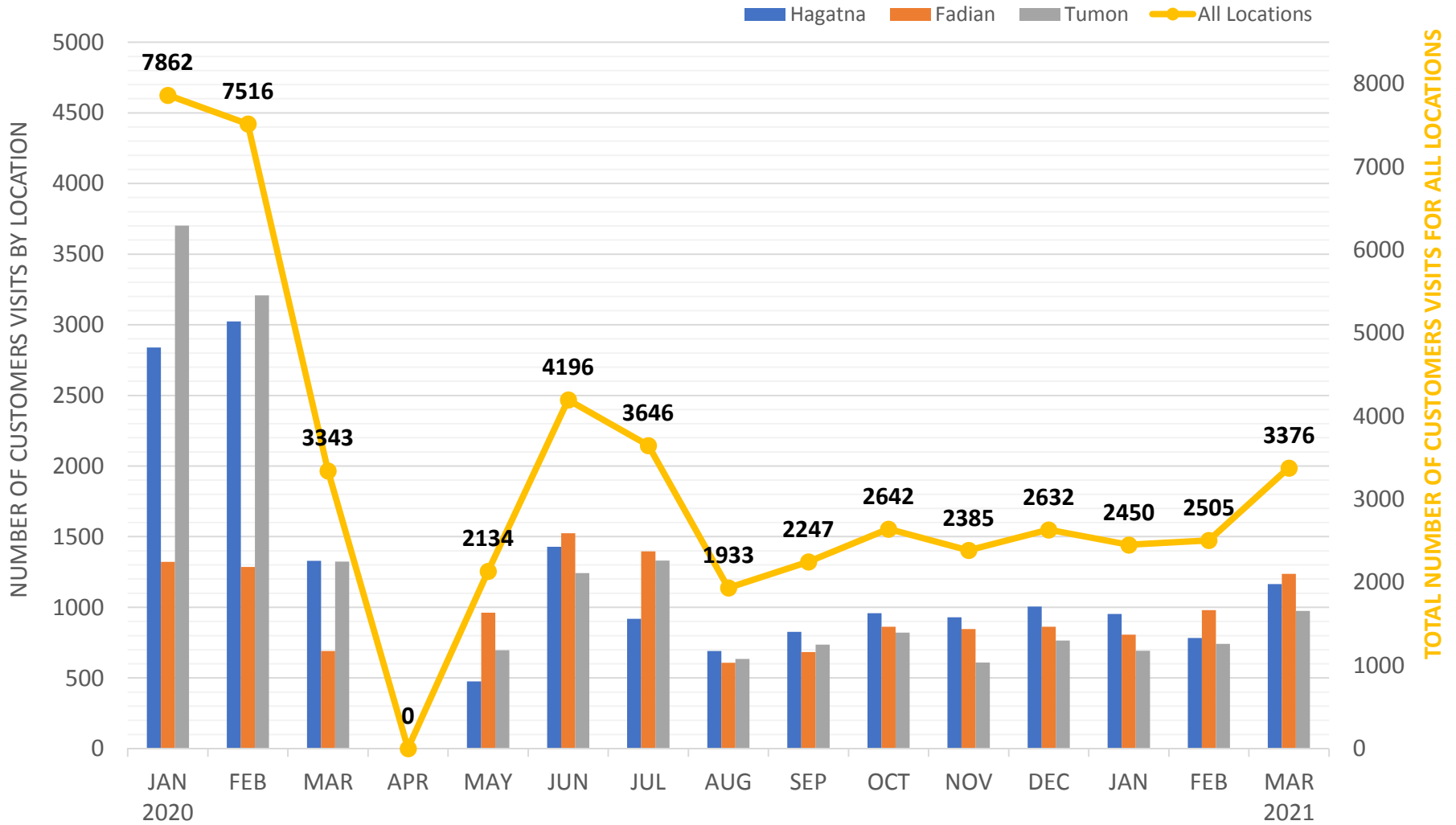


*Each count per Reason for Customer Visit represents a customer who visits one of our lobbies. During their visit, the customer will only be counted once, regardless of the number of services provided to the customer. Their reason for visit will be coded based on their initial or primary reason for visit. Each reason for customer visit option shall include but not be limited to, an inquiry of service, submission of an application, submission of multiple applications, submission of supporting documents, customer question regarding the service, customer follow-up, etc.

Customer Service (Administration Division)

Lobby Traffic by Location (KPI 1.2.3. Reduce Service Center Traffic)

March 2021



*GPA lobbies closed from 3/16/2020 to 5/13/2020 due to COVID-19 pandemic.

** Uptick in lobby traffic for March 2021 due visits by prepaid and postpaid customers wanting to make payment arrangements for their outstanding balances.

GPA Work Session - April 22, 2021 - DIVISION REPORTS

GPA Customer Services Division Monthly Status Report
Month ending MAR 2021

FY2021 CUSTOMER SERVICES DIVISION TRANSACTION MONTHLY-TO-DATE (MTD) REPORT	WEEK ENDING:	WEEK ENDING:	WEEK ENDING:	WEEK ENDING:	WEEK ENDING:	MAR2021 MONTHLY TOTAL	WEEKLY AVERAGE MAR 2021
	03/06/21	03/13/21	03/20/21	03/27/21	04/03/21		
Customer Service Activities (lobby visits):							
A. GBN Public Service Building – Fadian							
i. Total Customers Assisted:	283	272	274	231	245	1305	261
ii. Total Abandoned Requests:	6	6	1	0	3	16	3
iii. Average Wait Time:	5minutes	5minutes	5minutes	8minutes	10minutes		6.6minutes
iv. Average Service Time:	10minutes	12minutes	12minutes	12minutes	12minutes		11.6minutes
v. Purpose of lobby visit:							
1. Account/Billing Questions:	78	85	96	67	58	384	77
2. Apply for Power:	48	56	51	57	54	266	53
3. Copy of Bill:	23	23	37	24	20	127	25
4. Customer Complaint:	0	0	0	0	0	0	0
5. General Questions:	1	0	0	0	1	2	0
6. Payment Arrangement:	9	4	2	0	4	19	4
7. Power Infrastructure Services:	10	11	13	12	12	58	12
8. Prepaid Services:	6	11	3	4	4	28	6
9. Rebate:	69	63	53	51	57	293	59
10. See other GPA Department:	1	1	1	0	0	3	1
11. Termination of Power Services:	29	13	11	12	19	84	17
12. Transfer of Utility(Power):	4	0	4	3	8	19	4
13. Work Clearance/Inspection Report:	5	5	3	1	8	22	4
B. Julale Satellite Office – Hagatna							
i. Total Customers Assisted:	260	270	226	219	232	1207	241
ii. Total Abandoned Requests:	3	9	4	0	12	28	6
iii. Average Wait Time:	12minutes	15minutes	12minutes	12minutes	12minutes		12.6minutes
iv. Average Service Time:	13minutes	13minutes	13minutes	15minutes	15minutes		13.8minutes
v. Purpose of lobby visit:							
1. Account/Billing Questions:	58	64	64	54	56	296	59
2. Apply for Power:	58	50	39	50	53	250	50
3. Copy of Bill:	69	69	41	47	38	264	53
4. Customer Complaint:	0	0	2	0	0	2	0
5. General Questions:	3	3	4	5	2	17	3
6. Payment Arrangement:	12	19	12	13	13	69	14
7. Power Infrastructure Services:	0	0	0	0	1	1	0
8. Prepaid Services:	0	0	0	0	0	0	0
9. Rebate:	41	35	42	27	40	185	37
10. See other GPA Department:	2	2	0	0	0	4	1
11. Termination of Power Services:	15	27	20	21	29	112	22
12. Transfer of Utility(Power):	0	0	0	0	0	0	0
13. Work Clearance/Inspection Report:	2	1	2	2	0	7	1
C. Upper Tumon Satellite Office – Upper Tumon							
i. Total Customers Assisted:	205	221	194	218	232	1070	214
ii. Total Abandoned Requests:	1	0	0	0	0	1	0
iii. Average Wait Time:	10minutes	10minutes	10 minutes	12minutes	10minutes		10.4minutes
iv. Average Service Time:	12minutes	7minutes	12minutes	15minutes	12minutes		11.6minutes
v. Purpose of lobby visit:							
1. Account/Billing Question:	40	52	40	50	55	237	47
2. Apply For Power:	56	60	42	50	56	264	53
3. Copy of Bill:	26	40	42	23	19	150	30
4. Customer Complaint:	0	0	0	1	1	2	0
5. General Questions:	3	7	5	7	9	31	6
6. Payment Arrangement:	9	6	2	6	11	34	7
7. Power Infrastructure Services:	1	2	0	1	0	4	1
8. Prepaid Services:	0	0	0	0	0	0	0
9. Rebate:	22	26	31	40	31	150	30
10. See other GPA Department:	0	0	0	1	0	1	0
11. Termination of Power Services:	0	0	0	0	0	0	0
12. Transfer of Utility(Power):	34	18	18	25	29	124	25
13. Work Clearance/Inspection Report:							

GPA Work Session - April 22, 2021 - DIVISION REPORTS

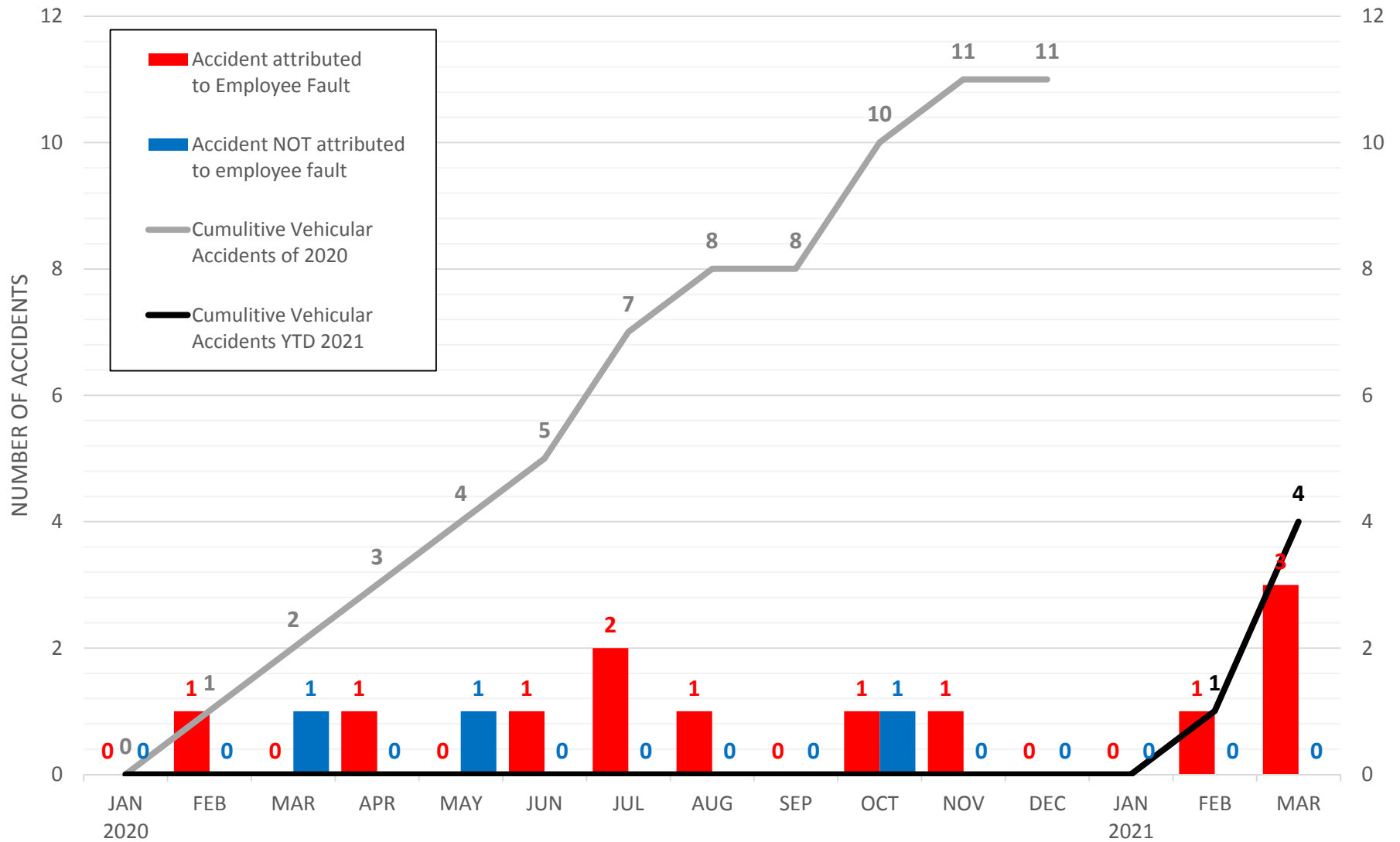
GPA Customer Services Division Monthly Status Report
 Month ending MAR 2021

FY2021 CUSTOMER SERVICES DIVISION TRANSACTION MONTHLY-TO-DATE (MTD) REPORT	WEEK ENDING:	WEEK ENDING:	WEEK ENDING:	WEEK ENDING:	WEEK ENDING:	MAR2021 MONTHLY TOTAL	WEEKLY AVERAGE MAR 2021
	03/06/21	03/13/21	03/20/21	03/27/21	04/03/21		
Customer Service Activities (Electronic):							
i. Emails Recieved:							
1. customersfirst@gpagwa.com :	132	124	130	125	182	693	139
Request type (email):							
a. Apply for Power Service:	16	22	28	21	19	106	21
b. Billing Inquiry:	22	8	8	4	23	65	13
c. Customer Complaint:	4	0	0	0	0	4	1
d. General Question:	51	52	60	71	115	349	70
e. Payment Arrangement Inquiry/Assistance:	11	17	12	14	9	63	13
f. Power Infrastructure Services Inquiry:	1	0	2	0	0	3	1
g. Prepaid service inquiry/assistance:	2	0	0	0	0	2	0
h. Rebate Inquiry/Follow-up/Assistance:	2	3	7	2	1	15	3
i. Terminate Power Service:	8	7	9	6	9	39	8
j. Update Account Info:	14	15	4	7	6	46	9
k. Work Clearance/Inspection Report Inquiry:	1	0	0	0	0	1	0
2. Social Media:							
a. Facebook:							
b. Instagram:							
c. Direct Message:							
d. Post (on GPA timeline):	25	15	7	12	13	72	14
e. Comment (on picture or post):	1	0	0	0	0	1	0
3. paypagainfo@gpagwa.com :	0	0	7	12	13	32	6
4. billinginquiries@gpagwa.com :	0	0	0	0	0	0	0
5. businessfirst@gpagwa.com :	0	0	0	0	0	0	0
6. damageclaims@gpagwa.com :	10	6	10	10	13	49	10
7. myenergyguam.com :	2	1	0	1	0	4	1
	1	1	3	0	0	5	1
	0	0	0	0	0	0	0
	3	2	4	2	2	13	3

Safety (Administration Division)

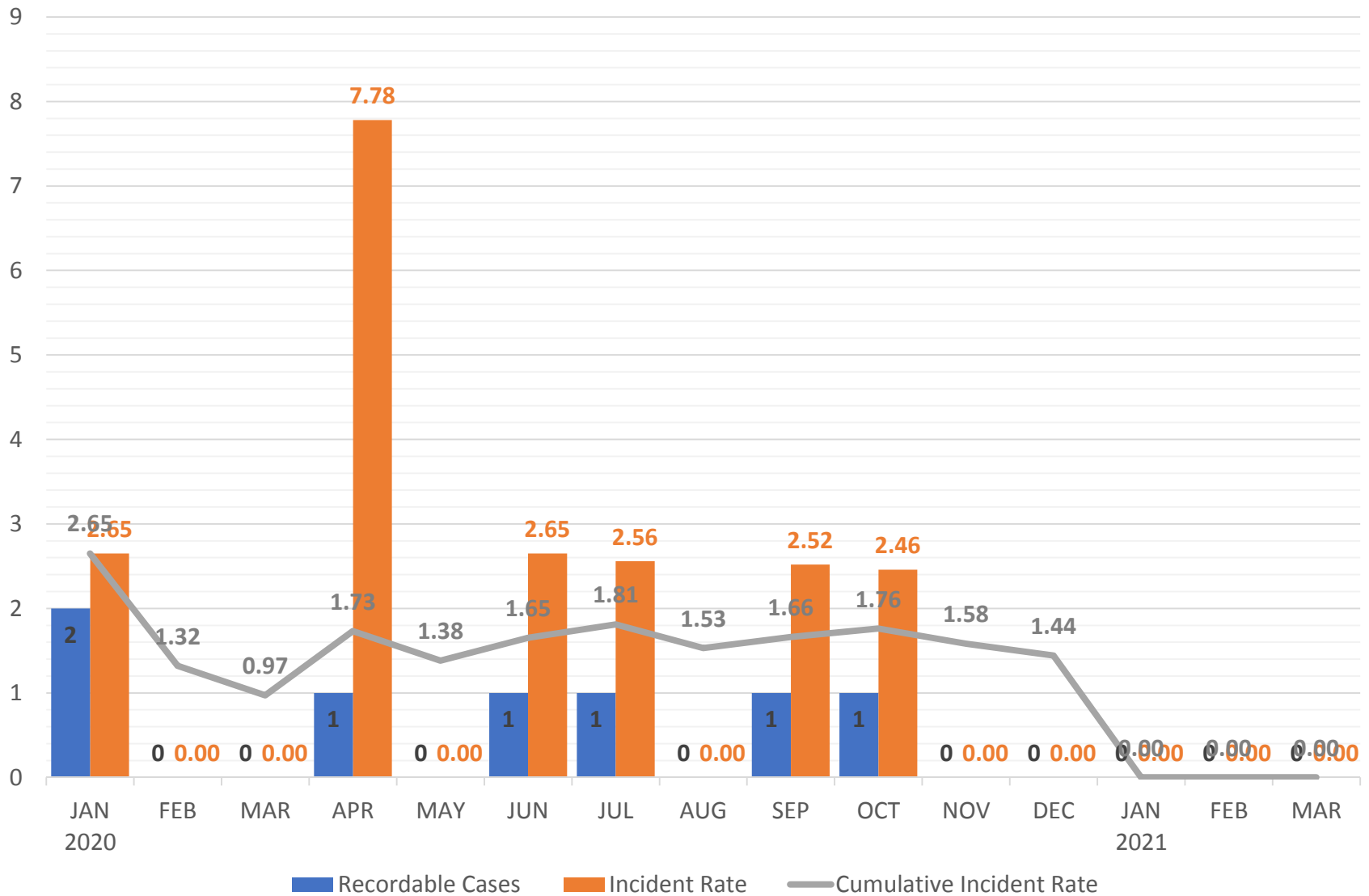
Vehicular Accidents

March 2021



Safety (Administration Division)

Incident Rate
March 2021



Procurement (Administration Division)

Notable BID (RFP and IFB) monthly status update

March 2021

RFP NO.	DESCRIPTION	DATE		STATUS (as of 4/9/2021)
		ADVERTISTED	RFP Closing	
GPA-RFP-21-002	Professional Printing, Mailing and Processing Services	12/29/2020 01/05/2021	02/10/2021 at 3pm	Pending committee recommendation.
GPA-RFP-21-003	Meteorological Tower Quality Assurance Audit	03/04/2021 03/11/2021	03/26/2021 at 2pm	No Submittals, to be re-solicited.
GPA-RFP-20-007	GPWA Physical Security Proof of Concept (POC)	03/10/2021 03/17/2021	08/21/2020 at 4pm	Pending committee submission of another price proposal clarification

IFB NO.	DESCRIPTION	DATE		STATUS (as of 4/9/2021)
		ADVERTISTED	BID OPENING	
<i>RE-BID</i> GPA-044-20	New 2021 Pressure Digger	01/14/2021 01/21/2021	02/03/2021 at 10am	OP for budget certification
GPA-001-21	Upgrade of Fire Protection and Smoke Alarm Systems at Manenggon Diesel Power Plant	10/08/2020 10/15/2020	12/17/2020 at 10:30am	Pending memo from committee for possible cancellation
GPA-002-21	Pole Mounted Transformers	10/27/2020 11/03/2020	12/01/2020 at 10:30am	Prepping Bid Status/Analysis/Notice of Intent for Management Approval
GPA-003-21	Substation Maintenance Technician Certification Training	01/26/2021 02/02/2021	03/18/2021 at 10am	Webex meeting scheduled with committee members Monday 4/12/21 @ 10:00am
GPA-004-21	Pole Mounted Transformers	12/22/2020 12/29/2020	01/07/2021 at 11am	14-day protest period ends 4/20/2021. OP to be released on 4/21/2021 to Benson Guam
GPA-006-21	Pad Mounted Transformers	11/05/2020 11/12/2020	11/30/2020 at 2pm	Submitted to AGMA/GM for review and approval.
GPA-008-21	Pad Mounted Transformers	11/17/2020 11/24/2020	12/09/2020 at 10am	Submitted to Budget for certification.
GPA-009-21	FM-200 System repairs	01/26/2021 02/02/2021	02/09/2021 at 10am	To be Re-Bided (no submittals), advertisement will be scheduled to run next week.
GPA-010-21	Automatic Transfer Switch/Horizontal Fuel Tank	04/20/2021		To be advertised next week
GPA-011-21	Wire	11/10/2020 11/17/2020	11/25/2020 at 10am	All submittals did not meet GPA specification. To be Re-bided.

Procurement (Administration Division)

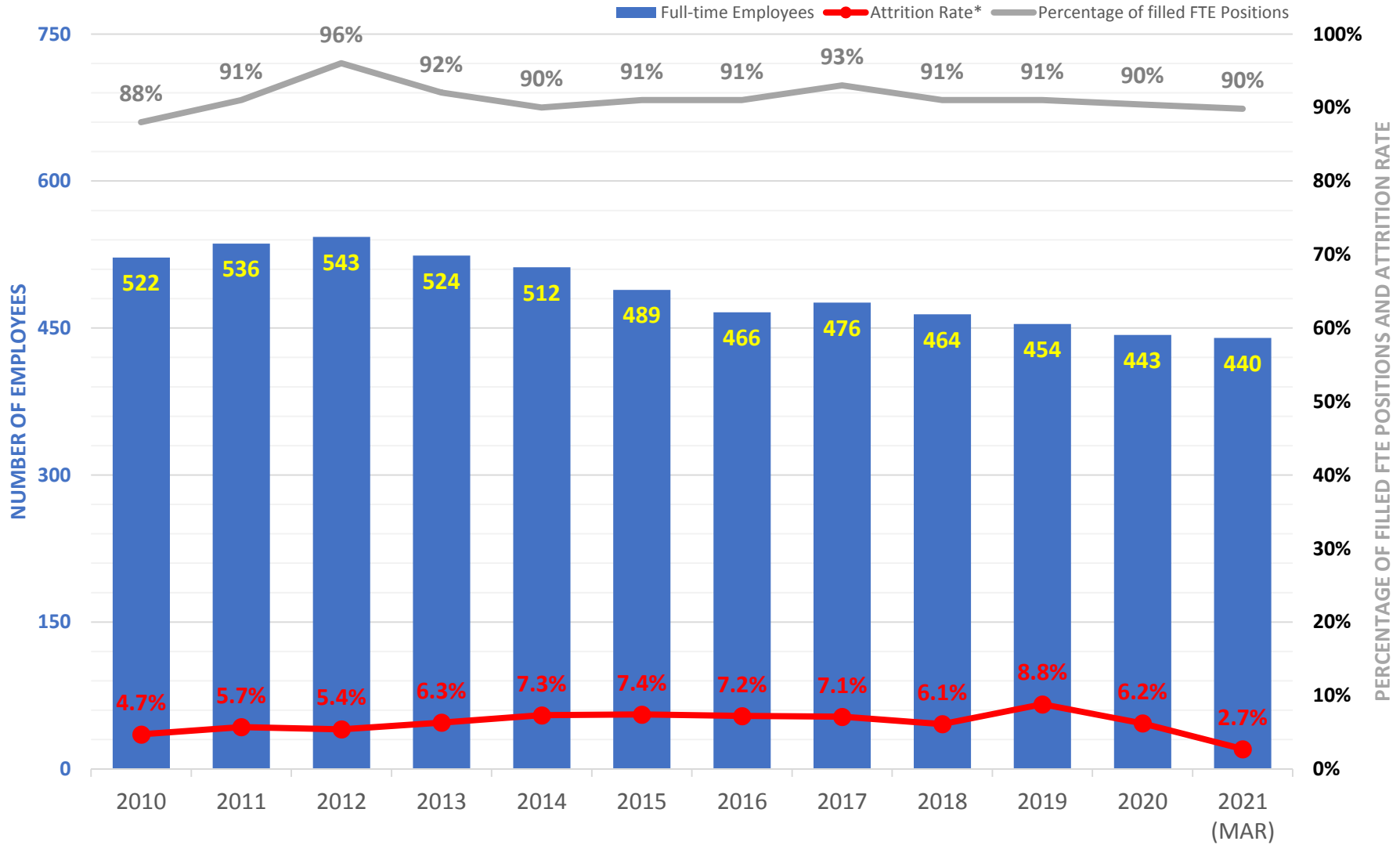
Notable BID (RFP and IFB) monthly status update March 2021

IFB NO.	DESCRIPTION	DATE ADVERTISED	BID OPENING	STATUS (as of 4/9/2021)
GPA-013-21	Grounds Maintenance for Various Locations	12/03/2020 12/10/2020	01/14/2021 at 10am	14-day protest period ends 04/15/2021. OP to be released on 4/15/2021 to JJ Global Services
GPA-014-21	Potential Transformers	01/07/2021 01/14/2021	01/26/2021 at 10am	Pending Management's approval on committee recommendations
GPA-017-21	Wire	01/12/2021 01/19/2021	03/04/2021 at 9am	Pending committee recommendation memo
GPA-018-21	Real Time Automation Controller and Port Server	01/26/2021 02/02/2021	02/10/2021 at 10am	Pending bid committee recommendation memo
GPA-019-21	Pole Mounted Transformers	01/12/2021 01/19/2021	01/28/2021 at 10am	Pending committee recommendation memo
GPA-020-21	Pad Mounted Transformers	01/07/2021 01/14/2021	01/26/2021 at 11am	14-day protest ends 4/8/2021. OP will be released on 4/9/2021 to Benson Guam
GPA-021-21	Pad Mounted Transformers	01/12/2021 01/19/2021	01/27/2021 at 11am	14-day protest ends 4/8/2021. OP to be released on 4/9/2021 to Polyphase System Inc.
GPA-022-21	Pad Mounted Transformers	01/14/2021 01/21/2021	02/02/2021 at 10am	14-day protest period has ended. Pending approved drawings from end-user
GPA-023-21	Pad Mounted Transformers	01/07/2021 01/14/2021	01/21/2021 at 10am	Drawings submitted to Acting IMO for Engineering's approval on 3/31/21.
GPA-024-21	Fleet and Fuel Management Software Services for the Authority's Fleet	01/07/2021 01/14/2021	01/21/2021 at 11am	Stay of Procurement resulting from protest filed by Track Me Guam
GPA-026-21	Pad Mounted Transformers	01/14/2021 01/21/2021	02/02/2021 at 11am	14-day protest ends 4/12/2021. OP to be released on 4/13/2021 to Benson Guam.
GPA-027-21	Professional Services for the Design/ Procure/Build of the Network Communications - Fiber to All Substation: Fadian Office to Barrigada Substation	01/26/2021 02/02/2021	03/16/2021 at 10am	Pending bid committee recommendation to cancel
GPA-029-21	Dielectric Frequency Response (DFR) Test Set	02/18/2021 02/25/2021	03/10/2021 at 10am	Pending bid committee memo
GPA-033-21	Arrestor, Lightning, 12 kV	03/30/2021 04/06/2021	04/14/2021 at 10am	Bid to open on 4/14/2021 @ 10am

Human Resources (Administration Division)

Recruitment Analysis

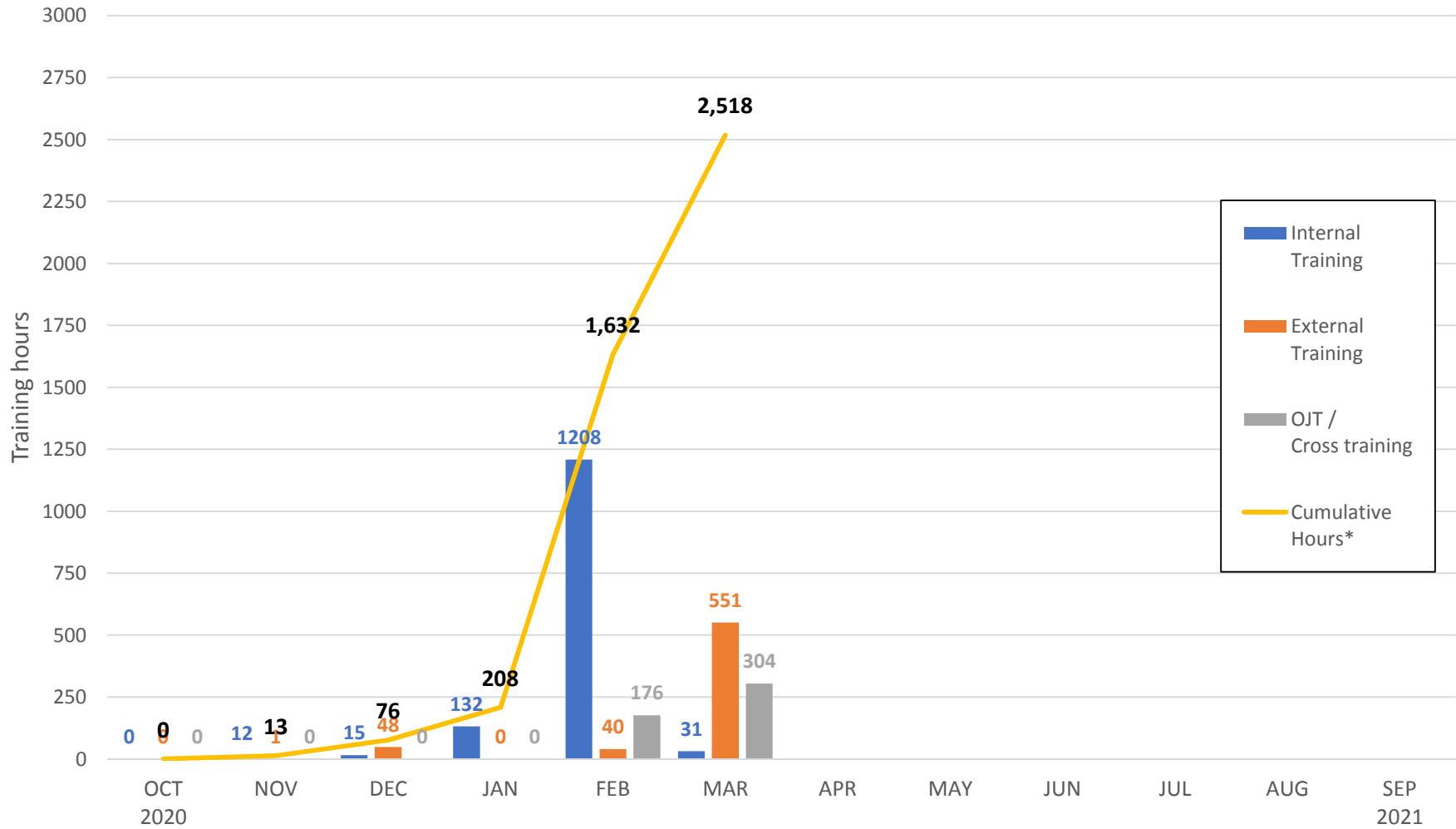
March 2021



*Attrition rate is calculated by dividing the sum of resignations, retirements, deaths, and terminations by the total filled FTE positions.

Human Resources (Administration Division)

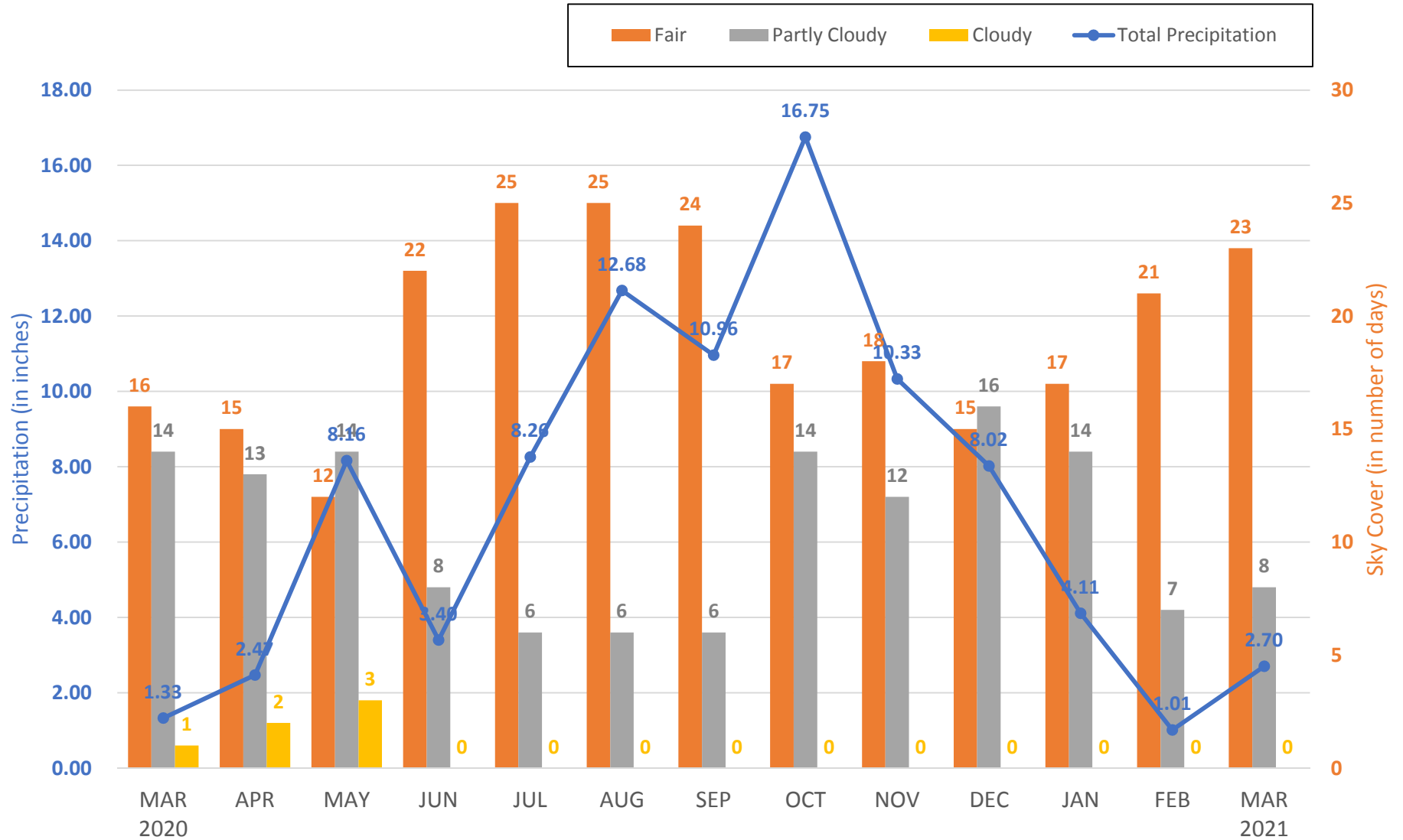
Cumulative Training Hours for Fiscal Year 2021 As of March 2021



*For fiscal year 2021, the training goal has been set at 14,098 hours (2% of total straight hours worked for FY 2020). As of March 2021, GPA has achieved 17% progress towards its cumulative hours training goal.

Guam Climate Summary

Sky Cover and Precipitation
March 2020 - March 2021



GPA Work Session - April 22, 2021 - DIVISION REPORTS

GUAM POWER AUTHORITY
 GOVERNMENT ACCOUNTS RECEIVABLE
 Billing up to MARCH 31, 2021 and payments as of 04/20/2021

■ Current (03/31/2021 Billing due 04/30/2021)
■ 31 days Arrears 02/28/2021 due 03/28/2021
■ 61 days and over Arrears (01/31/21 billing due 02/28/2021)

CCAB New Acct Number	DEPARTMENT	CCAB BALANCE 02/28/2021	CANCEL/REBILL SPEC CHARGE 04/20/2021	BILLING 03/31/2021	PAYMENT UP TO 04/20/2021	CCAB BALANCE 04/20/2021	
Line Agencies							
304311949	LINE AGENCIES	Guam Environmental Protect	5,793.84	-	5,903.10	(5,793.84)	5,903.10
4554808900	LINE AGENCIES	Nieves Flores Library	19,469.79	301.47	11,599.06	(19,469.79)	11,900.53
6090461900	LINE AGENCIES	Dept of Youth Affairs (Federal)	646.09	-	362.90	-	1,008.98
629341000	LINE AGENCIES	Office of the Governor	32,732.21	-	18,188.89	(32,732.21)	18,188.89
6841080463	LINE AGENCIES	Guam Behavioral Health & Wellness	4,585.96	-	1,842.48	(1,559.26)	4,869.18
7028924534	LINE AGENCIES	Guam Visitors Bureau	3,696.70	-	3,940.03	(7,630.73)	-
1227299562	LINE AGENCIES	Mental Health Subst.	106,480.92	-	39,169.52	(106,480.92)	39,169.52
7813165805	LINE AGENCIES	Pacific Energy Resource Center	423.55	-	423.68	(423.55)	423.68
2933461537	LINE AGENCIES	Dept. of Youth Affairs (Local)	18,855.54	-	9,385.17	-	28,240.71
1073430238	LINE AGENCIES	Dept. of Corrections	58,816.93	-	62,753.93	(58,816.93)	62,753.93
3558733700	LINE AGENCIES	Dept of Chamorro Affairs/Chamorro Village (NE	56.64	-	14.16	(56.64)	14.16
1099514147	LINE AGENCIES	Dept of Chamorro Affairs/Repository	559.57	-	236.73	(559.57)	236.73
9641109130	LINE AGENCIES	General Services Agency	722.40	-	242.03	-	964.43
1065708771	LINE AGENCIES	Youth Senior Citizen Center	2,649.89	-	499.84	(2,649.89)	499.84
8564647941	LINE AGENCIES	DOA Supply Mgmt (NET METERED)	1,49.00	-	873.24	-	2,022.24
0070861777	LINE AGENCIES	Veteran Affairs	1,735.96	-	1,832.65	-	3,568.61
5347210000	LINE AGENCIES	Mayors Council	9,520.17	12,127.53	2,380.26	(1,687.69)	2,340.27
4129948191	LINE AGENCIES	Dept of Chamorro Affairs/Chamorro Village	10,634.02	-	2,513.25	(10,634.02)	2,513.25
421873236	LINE AGENCIES	Dept. of Administration	5,209.29	-	2,827.76	-	8,037.05
10232790133	LINE AGENCIES	DOA-Data Processing	7,378.58	-	7,966.58	-	15,345.16
1595188609	LINE AGENCIES	Dept. of Agriculture	21,821.57	-	9,884.47	(6,111.11)	25,595.93
8300435373	LINE AGENCIES	Civil Defense (Military Affairs)	18,069.09	-	9,598.58	(18,069.09)	9,598.58
0453170939	LINE AGENCIES	Guam Fire Department	13,688.79	-	14,882.58	-	14,882.58
855858389	LINE AGENCIES	Dept of Chamorro Affairs (Guam Museum)	30,968.40	-	17,933.44	(30,968.40)	17,933.44
1386187753	LINE AGENCIES	Dept. of Parks & Rec.	80,415.07	-	31,987.85	(80,415.07)	31,987.85
8005159133	LINE AGENCIES	Dept. of Parks & Rec.	9,905.69	-	10,719.20	-	10,719.20
2535590089	LINE AGENCIES	DPW-FAC Account	50,978.31	-	27,226.61	-	27,226.61
7192821074	LINE AGENCIES	Dept. of Education	2,685,928.25	-	824,597.54	(1,341,835.25)	2,169,092.24
0266669002	LINE AGENCIES	Guam Police Department	77,424.88	-	39,779.20	(37,013.58)	80,190.50
Sub-total			3,282,294.10	12,429.00	1,159,564.73	(1,839,094.63)	2,615,193.20
Mayors							
6393530237	MAYORS	Hagata Mayor	2,793.96	-	538.46	(2,793.96)	538.46
446957998	MAYORS	Merizo Mayor	4,025.32	-	984.45	(4,025.32)	984.45
1880297633	MAYORS	Talofa Mayor	4,105.50	-	1,095.14	(4,105.50)	1,095.14
605224686	MAYORS	Ayam/Maina/Adelup Mayor	4,071.22	-	909.43	(4,071.22)	909.43
1393808984	MAYORS	Piti Mayor	6,347.84	-	907.01	(6,347.84)	907.01
7202265287	MAYORS	Umatac Mayor	3,589.14	-	667.68	(3,589.14)	667.68
183725565	MAYORS	Yona Mayor	4,709.08	-	1,190.90	(4,709.08)	1,190.90
5763167411	MAYORS	Barrigada Mayor's Office	7,684.21	25.00	2,098.83	(7,684.21)	2,123.83
8715052935	MAYORS	Mongmong/Toto/Maitte Mayor	6,693.62	-	1,912.52	(6,693.62)	1,912.52
7037924246	MAYORS	Yigo Mayor	11,028.29	-	2,328.22	(11,028.29)	2,328.22
8439929204	MAYORS	Shigaja Mayor	11,404.36	-	2,558.01	(11,404.36)	2,558.01
8427200165	MAYORS	Agaña Hts. Mayor	12,499.13	-	3,077.36	(12,499.13)	3,077.36
383232736	MAYORS	Santa Rita Mayor	13,282.33	-	2,825.04	(13,282.33)	2,825.04
3631627996	MAYORS	Manglao Mayor	9,392.63	-	2,228.21	(9,392.63)	2,228.21
8041715847	MAYORS	Delidelo Mayor	19,762.70	-	4,409.40	(19,762.70)	4,409.40
6957205325	MAYORS	Tamuning Mayor	21,108.02	-	4,893.00	(21,108.02)	4,893.00
6078244037	MAYORS	Inarajan Mayor	11,131.94	-	3,090.69	(11,131.94)	3,090.69
7247791662	MAYORS	Agat Mayor	11,822.85	-	2,596.57	(11,822.85)	2,596.57
8055070642	MAYORS	Ordoñez/Chain Pago Mayor	4,122.09	-	703.29	(4,122.09)	703.29
Sub-total			169,574.93	25.00	39,012.21	(168,977.12)	39,635.02
DPW Accounts							
0382888002	DPW ACCOUNTS	DPW-Signal Lights	16,387.43	-	8,430.77	(16,387.43)	8,430.77
030959866	DPW ACCOUNTS	DPW-Primate St. Lights	445,854.97	-	68,179.29	(269,870.46)	244,163.80
3045433600	DPW ACCOUNTS	DPW-Village St. Lights	1,579,641.27	(1,431.32)	307,276.17	(1,216,806.19)	668,679.93
3088040552	DPW ACCOUNTS	DPW-Sea/Coff St. Lights	100,403.71	-	18,726.73	(74,187.95)	44,942.49
Sub-total			2,142,287.38	(1,431.32)	402,612.96	(1,577,252.03)	966,216.99
Autonomous/Public Corp							
0838495949	AUTONOMOUS/PUB	Guam Waterworks Authority	983,912.61	-	1,043,200.48	(983,912.61)	1,043,200.48
1540692986	AUTONOMOUS/PUB	Retirement Fund	5,091.80	-	5,542.03	(10,633.83)	-
4075014809	AUTONOMOUS/PUB	SPA	-	(77,889.69)	77,889.69	-	-
5357510000	AUTONOMOUS/PUB	University of Guam (NET METERED)	56,246.99	-	62,265.80	(118,512.79)	-
0518220019	AUTONOMOUS/PUB	Guam Community College	37,675.16	-	39,624.08	(77,299.24)	-
1738362694	AUTONOMOUS/PUB	Guam Airport Authority	343,862.20	-	379,234.45	(843,862.20)	379,234.45
8300339706	AUTONOMOUS/PUB	Guam Memorial Hospital	56,255.98	25.00	29,409.02	(27,129.56)	58,560.46
8426836906	AUTONOMOUS/PUB	Guam Memorial Hospital (NET METERED)	225,825.51	-	120,389.84	(110,291.44)	235,921.91
9157510000	AUTONOMOUS/PUB	Guam Community College (NET METERED)	23,185.18	-	23,943.94	(47,129.12)	-
9356828802	AUTONOMOUS/PUB	Guam Housing Corp Rental Division	545.42	-	1,339.47	(1,884.89)	-
9173210000	AUTONOMOUS/PUB	Guam Solid Waste Authority	5,079.48	-	5,236.62	(5,079.48)	5,236.62
5434075703	AUTONOMOUS/PUB	University of Guam	125,982.22	-	138,306.34	(264,288.56)	-
1899407288	AUTONOMOUS/PUB	O H U P A	13,115.04	(6,611.52)	21,543.93	(41,777.78)	(11,730.33)
4474508144	AUTONOMOUS/PUB	Post Authority of Guam	119,848.79	-	66,906.51	(185,655.30)	-
Sub-total			1,995,626.38	(62,476.21)	2,014,732.20	(2,217,456.78)	1,710,425.59
Others							
1309613043	OTHERS	Dept of Military Affairs (NET METERED)	10,399.53	-	12,070.26	(10,399.53)	12,070.26
4530787043	OTHERS	U.S. Post Office	35,531.41	-	37,625.45	(73,156.86)	-
6000770566	OTHERS	KGTF	17,213.87	-	6,330.71	(17,213.87)	6,330.71
8602566745	OTHERS	Tamuning Post Office	4,833.03	-	5,234.64	(10,067.67)	-
7541438173	OTHERS	Guam Legislature	370.88	-	369.31	(740.19)	-
8108451858	OTHERS	Guam Post Office (Agana)	5,136.35	-	5,530.96	(10,667.31)	-
833274954	OTHERS	Superior Court of Guam	43,192.27	-	48,310.88	(43,192.27)	48,310.88
8607446812	OTHERS	Dept. of Military Affairs	63,490.53	-	67,284.71	(63,490.53)	67,284.71
8972267005	OTHERS	Customs & Quarantine Agency	598.87	-	647.11	(958.87)	647.11
800154359	OTHERS	Guam Legislature (NET METERED)	7,126.50	-	8,368.89	(15,495.39)	-
Sub-total			187,893.24	-	191,772.92	(245,022.49)	134,643.67
Grand Total			7,777,676.03	(71,453.53)	3,807,695.02	(6,047,803.05)	5,466,114.47

AGING	0-30 Days	31-60 Days	61-90 Days	91-120 Days	>120 Days	Total
Line Agencies	5,903.10	-	-	-	-	5,903.10
Mayors	538.46	-	-	-	-	538.46
DPW Accounts	8,430.77	-	-	-	-	8,430.77
Autonomous/Public Corp	1,043,200.48	0.00	-	-	0.00	1,043,200.48
Others	12,070.26	-	-	-	-	12,070.26
Sub-total	1,159,564.73	839,797.11	603,263.33	2,175.35	14,006.24	2,615,193.20
Line Agencies	11,900.53	-	-	-	-	11,900.53
Mayors	984.45	358.27	287.82	-	-	1,630.54
DPW Accounts	244,163.80	-	-	-	-	244,163.80
Autonomous/Public Corp	1,043,200.48	-	-	-	-	1,043,200.48
Others	12,070.26	-	-	-	-	12,070.26
Sub-total	1,159,564.73	839,797.11	603,263.33	2,175.35	14,006.24	2,615,193.20
Line Agencies	11,900.53	-	-	-	-	11,900.53
Mayors	984.45	358.27	287.82	-	-	1,630.54
DPW Accounts	244,163.80	-	-	-	-	244,163.80
Autonomous/Public Corp	1,043,200.48	-	-	-	-	1,043,200.48
Others	12,070.26	-	-	-	-	12,070.26
Sub-total	1,159,564.73	839,797.11	603,263.33	2,175.35	14,006.24	2,615,193.20
Line Agencies	11,900.53	-	-	-	-	11,900.53
Mayors	984.45	358.27	287.82	-	-	1,630.54
DPW Accounts	244,163.80	-	-	-	-	244,163.80
Autonomous/Public Corp	1,043,200.48	-	-	-	-	1,043,200.48
Others	12,070.26	-	-	-	-	12,070.26
Sub-total	1,159,564.73	839,797.11	603,263.33	2,175.35	14,006.24	2,615,193.20
Line Agencies	11,900.53	-	-	-	-	11,900.53
Mayors	984.45	358.27	287.82	-	-	1,630.54
DPW Accounts	244,163.80	-	-	-	-	244,163.80
Autonomous/Public Corp	1,043,200.48	-	-	-	-	1,043,200.48
Others	12,070.26	-	-	-	-	12,070.26
Sub-total	1,159,564.73	839,797.11	603,263.33	2,175.35	14,006.24	2,615,193.20
Line Agencies	11,900.53	-	-	-	-	11,900.53
Mayors	984.45	358.27	287.82	-	-	1,630.54
DPW Accounts	244,163.80	-	-	-	-	244,163.80
Autonomous/Public Corp	1,043,200.48	-	-	-	-	1,043,200.48
Others	12,070.26	-	-	-	-	

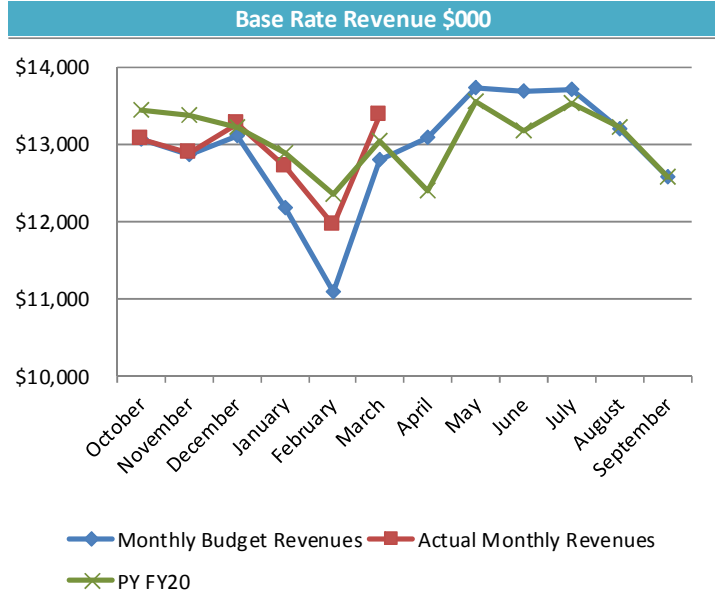
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FINANCIAL HIGHLIGHTS

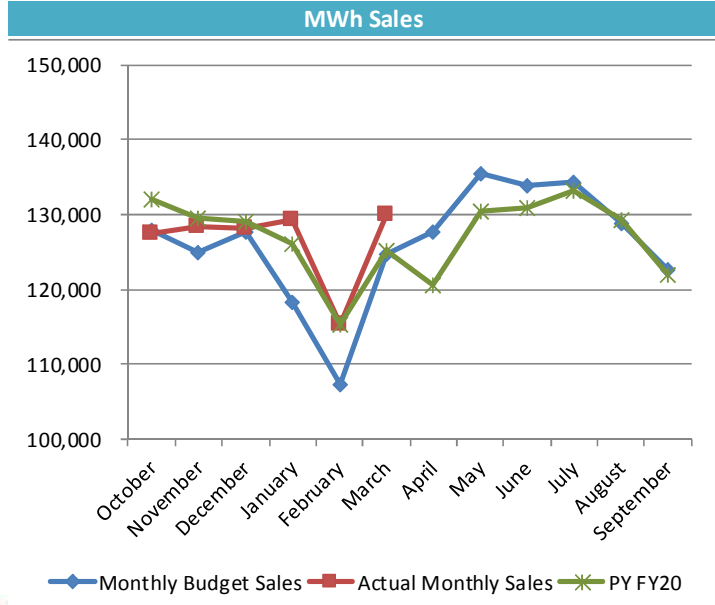
March 2021



March 2021 Monthly Financial Highlights



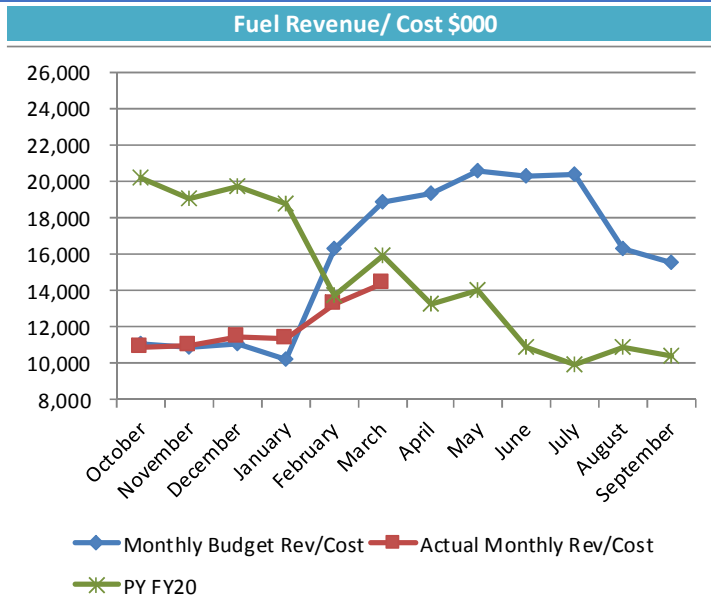
Through March 31, 2021							
	Monthly Budget	Actual Monthly				CY vs PY	
	\$000	Revenues	Revenues	Variance		PY FY20	Variance
October	\$ 13,064	\$ 13,053	\$ (11)	↓	\$ 13,440	\$ (386)	↓
November	12,857	12,869	12	↑	13,358	(489)	↓
December	13,106	13,254	148	↑	13,216	38	↑
January	12,174	12,712	538	↑	12,888	(176)	↓
February	11,078	11,954	876	↑	12,357	(403)	↓
March	12,780	13,357	577	↑	13,039	318	↑
April	13,085				12,385		
May	13,712				13,550		
June	13,682				13,176		
July	13,708				13,514		
August	13,180				13,220		
September	12,574				12,567		
Total	\$ 155,000	\$ 77,199	\$ 2,141		\$ 156,709	\$ (1,099)	



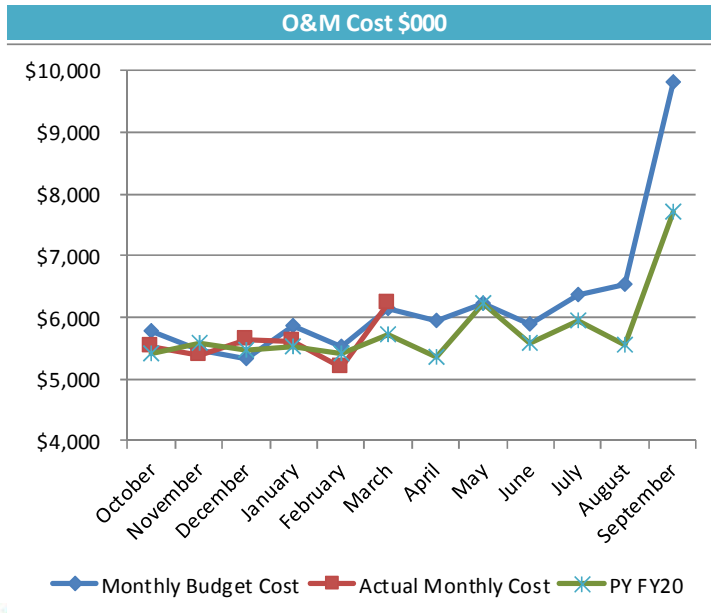
Through March 31, 2021							
	Monthly Budget	Actual Monthly				CY vs PY	
	mwh	Sales	Sales	Variance		PY FY20	Variance
October	127,852	127,515	(337)	↓	131,953	(4,438)	↓
November	125,004	128,440	3,437	↑	129,421	(981)	↓
December	127,563	128,053	489	↑	128,958	(905)	↓
January	118,299	129,208	10,909	↑	126,130	3,078	↑
February	107,268	115,199	7,930	↑	115,346	(147)	↓
March	124,649	129,958	5,309	↑	125,185	4,773	↑
April	127,762				120,688		
May	135,527				130,531		
June	133,849				130,987		
July	134,332				133,116		
August	128,752				129,337		
September	122,569				121,927		
Total	1,513,426	758,373	27,738		1,523,579	1,380	



March 2021 Monthly Financial Highlights (Continued)



Through March 31, 2021							
	Monthly Budget \$000	Actual Monthly Rev/Cost	Variance		PY FY20	CY vs PY Variance	
October	11,098	10,910	\$ (187)	↓	\$ 20,165	\$ (9,255)	↓
November	10,850	10,984	\$ 134	↑	19,088	\$ (8,104)	↓
December	11,072	11,435	\$ 362	↑	19,697	\$ (8,262)	↓
January	10,268	11,335	\$ 1,067	↑	18,820	\$ (7,485)	↓
February	16,274	13,241	(3,033)	↓	13,701	(460)	↓
March	18,911	14,442	(4,469)	↓	15,968	(1,526)	↓
April	19,383				13,254		
May	20,561				14,001		
June	20,307				10,867		
July	20,380				9,935		
August	16,352				10,925		
September	15,566				10,438		
Total	\$ 191,023	\$ 72,347	\$ (6,127)		\$ 176,860	\$ (35,093)	



Through March 31, 2021							
	Monthly Budget \$000	Actual Monthly Cost	Variance		PY FY20	CY vs PY Variance	
October	\$ 5,790	5,515	275	↑	5,421	(94)	↓
November	5,469	5,389	80	↑	5,572	184	↑
December	5,334	5,645	(311)	↓	5,460	(185)	↓
January	5,857	5,620	237	↑	5,521	(99)	↓
February	5,530	5,193	337	↑	5,417	224	↑
March	6,143	6,231	(88)	↓	5,723	(508)	↓
April	5,956				5,357		
May	6,211				6,215		
June	5,889				5,578		
July	6,363				5,957		
August	6,543				5,539		
September	9,806				7,700		
Total	\$ 74,892	\$ 33,593	\$ 530		\$ 69,461	\$ (479)	



March 2021 Monthly Financial Highlights (Continued)

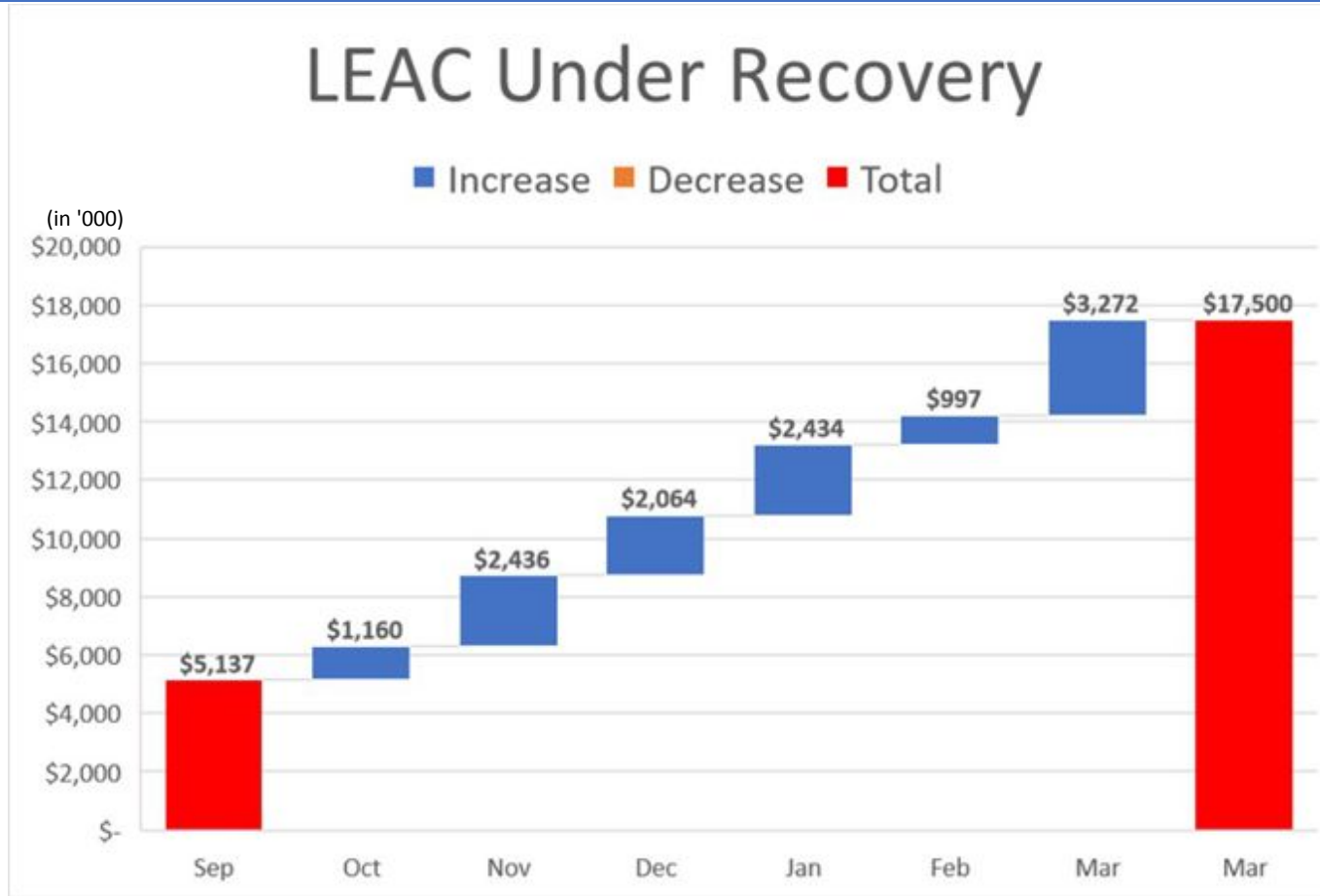
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Through March 31, 2021											
	4Q2018	1Q2019	2Q2019	3Q2019	4Q2019	1Q2020	2Q2020	3Q2020	4Q2020	1Q2021	2Q2021
Residential	43,887	43,920	44,144	44,329	44,479	44,203	44,509	45,069	44,191	44,503	44,575
Commercial	5,261	5,273	5,291	5,303	5,289	5,154	5,352	5,309	5,366	5,301	5,307
Government	1,077	1,090	1,074	1,075	1,070	1,072	1,059	1,061	1,081	1,063	1,060
Streetlights	1,152	1,151	1,152	1,138	1,138	1,135	1,128	1,139	1,132	1,133	1,132
Navy	1	1	1	1	1	1	1	1	1	1	1
Total	51,378	51,435	51,662	51,846	51,977	51,565	52,049	52,579	51,771	52,001	52,075

Debt service coverage (DSC) calculation-indenture	2015	2016	2017	2018	2019	2020	2021
Senior lien coverage	3.62	3.28	2.65	2.53	1.97	1.67	1.68
Aggregate debt service coverage	2.62	3.28	2.65	2.53	1.97	1.67	1.68
Debt service coverage (DSC) calculation-IPP as O&M							
Senior lien coverage	2.56	2.45	1.79	1.65	1.64	1.48	1.58
Aggregate debt service coverage	1.85	2.45	1.79	1.65	1.64	1.48	1.58



March 2021 Monthly Financial Highlights (Continued)



	2020			2021		
	Oct	Nov	Dec	Jan	Feb	Mar
(in '000)						
Opening Recovery Balance	\$ 5,137	\$ 6,297	\$ 8,733	\$ 10,797	\$ 13,231	\$ 14,228
Under/(Over)	<u>1,160</u>	<u>2,436</u>	<u>2,064</u>	<u>2,434</u>	<u>997</u>	<u>3,272</u>
Closing Recovery Balance	\$ 6,297	\$ 8,733	\$ 10,797	\$ 13,231	\$ 14,228	\$ 17,500



March 2021 Monthly Financial Highlights (Continued)

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LEAC Period		Approved LEAC	Actual Over
From	To	Rate	(Under) Recovery
4/1/2012	7/31/2012	\$ 0.192310	\$ (3,040,418)
8/1/2012	1/31/2013	\$ 0.186834	\$ (2,494,052)
2/1/2013	7/31/2013	\$ 0.209271	\$ 1,345,259
8/1/2013	10/31/2013	\$ 0.182054	\$ 1,300,093
2/1/2014	7/31/2014	\$ 0.172986	\$ (1,137,034)
8/1/2014	10/31/2014	\$ 0.176441	\$ (4,646,872)
11/1/2014	1/31/2015	\$ 0.146666	\$ 661,428
2/1/2015	7/31/2015	\$ 0.102054	\$ 1,757,878
8/1/2015	1/31/2016	\$ 0.104871	\$ (2,467,151)
2/1/2016	7/31/2016	\$ 0.086613	\$ (2,668,603)
8/1/2016	1/31/2017	\$ 0.086613	\$ (9,915,360)
			\$ (5,315,360) (a)
2/1/2017	7/31/2017	\$ 0.105051	\$ (14,050,504)
8/1/2017	01/31/1018	\$ 0.117718	\$ (16,775,982)
2/1/2018	4/30/2018	\$ 0.147266	\$ (13,005,689)
5/1/2018	7/31/2018	\$ 0.154242	\$ (8,422,674)
8/1/2018	1/31/2019	\$ 0.154242	\$ (13,336,698)
2/1/2019	7/31/2019	\$ 0.154242	\$ (10,225,349)
8/1/2019	1/31/2020	\$ 0.154242	\$ (2,193,618)
2/1/2020	3/31/2020	\$ 0.134474	\$ (1,803,778)
4/1/2020	5/31/2020	\$ 0.110039	\$ (2,981,023)
6/1/2020	7/31/2020	\$ 0.086800	\$ (3,563,177)
8/1/2020	1/31/2021	\$ 0.086800	\$ (13,230,995)
2/1/2021	7/31/2021	\$ 0.110000	\$ (29,100,991) Estimated



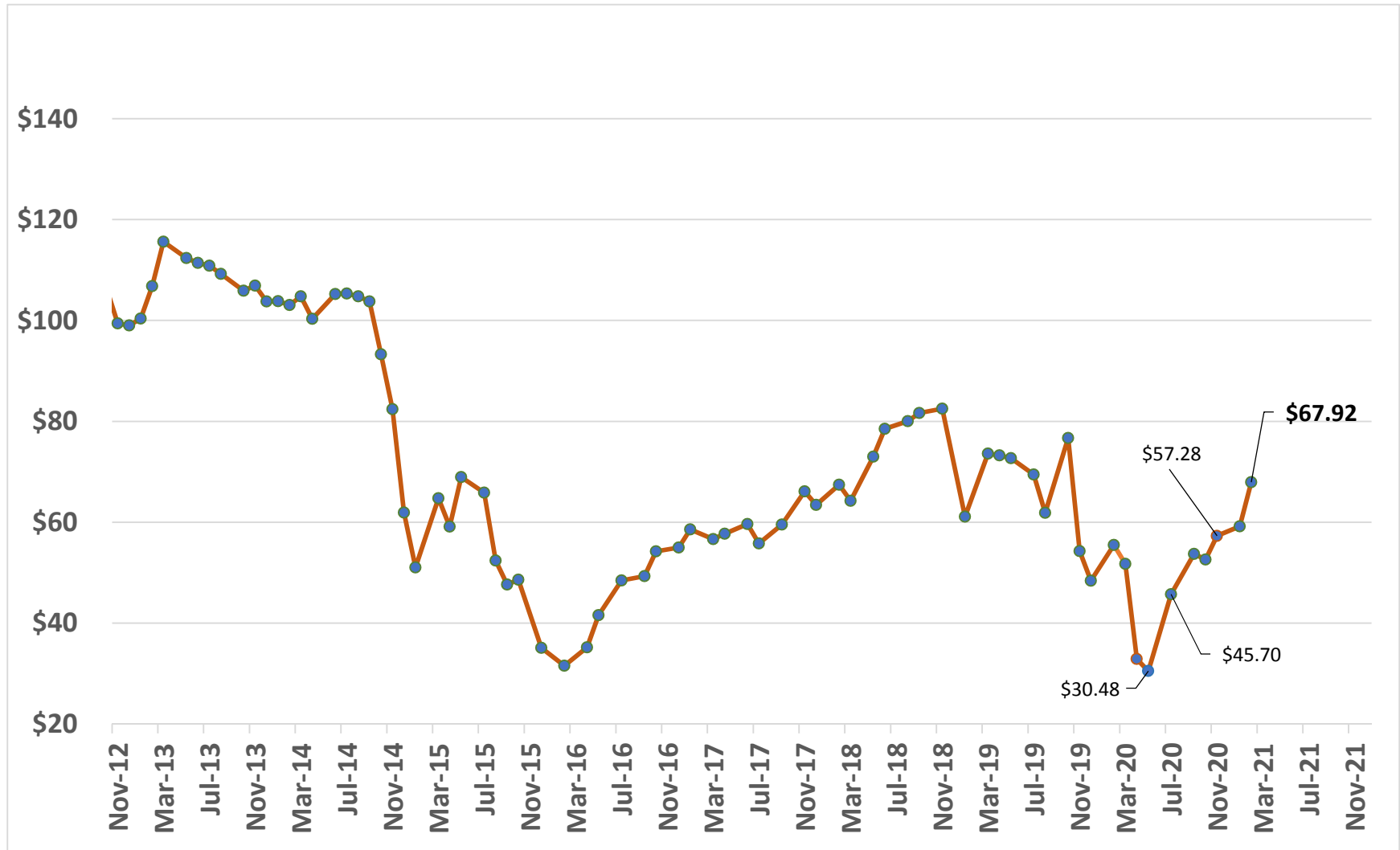
Notes:

(a) Under-recovery Balance after applying the \$4.6 million from the Cabras 3&4 Extra Expense claim



March 2021 Monthly Financial Highlights (Continued)

RFO Purchases per barrel



March 2021 Monthly Financial Highlights (Continued)

Date	# Prepaid Customers	Balance in arrear	Payment Plan	Total
July 31, 2020	951	\$ 579,651	\$ 98,276	\$ 677,927
Aug .31, 2020	955	\$ 133,710	\$ 565,383	\$ 699,093
Sept. 30, 2020	996	\$ 360,861	\$ 546,949	\$ 907,810
Oct. 31, 2020	1000	\$ 534,346	\$ 544,028	\$ 1,078,374
Nov. 30, 2020	988	\$ 688,253	\$ 527,062	\$ 1,215,315
Dec. 31, 2020	1002	\$ 802,879	\$ 514,058	\$ 1,316,937
Feb. 1, 2021	976	\$ 820,310	\$ 483,191	\$ 1,303,501
Mar. 31, 2021	970	\$ 328,729	\$ 1,057,390	\$ 1,386,119

